

Case No.: _____

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT, DIVISION _____

CHURCH OF SCIENTOLOGY
INTERNATIONAL, A California
nonprofit religious corporation,

Petitioner,

vs.

SUPERIOR COURT OF THE STATE
OF CALIFORNIA, COUNTY OF
MARIN,

Respondent.

GERALD ARMSTRONG,

Real Parties in Interest.

Marin County Superior Court Case No.
157680.

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**EXHIBITS IN SUPPORT OF PETITION FOR A WRIT OF
CERTIORARI OR, IN THE ALTERNATIVE, A WRIT OF
MANDAMUS**

**After Order re Sentences For Contempt by The Hon. Lynn Duryee,
County of Marin**

VOL. II (Pages 211-362)

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY

INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG; et al.,

Defendants.

Case No. CV 021632

ANSWER OF GERRY ARMSTRONG

ANSWER

INTRODUCTION

Defendant Gerry Armstrong, hereinafter "Armstrong," hereby submits the following answer to the complaint of plaintiff, Church of Scientology International, hereinafter "CSI." CSI is a single component of the global Scientology organization, hereinafter "Scientology," that, along with all of the Scientology-related beneficiaries of the settlement, which underlies their complaint that is answered hereby, are subject to a unity of control exercised by David Miscavige, hereinafter "Miscavige." The Scientology-related beneficiaries of the settlement, hereinafter the "beneficiaries," include, but are not limited to, all Scientology and Scientology affiliated organizations and entities world wide, including Church of Spiritual Technology, and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel, including Sherman Lenske. Plaintiff and all other Scientology-related organizations, entities and individual beneficiaries were created by David Miscavige and his attorneys as an attempt to avoid payment of taxes and civil judgments and to confuse courts and

1 those seeking redress for the civil and criminal misconduct of Miscavige and all other Scientology-
2 related organizations, entities and individuals. Due to the unity of personnel, commingling of assets,
3 and commonality of business objectives, any effort by CSI to separate itself as being independent and
4 separate should be disregarded.

5 1. Armstrong admits that there was a Mutual Release of All Claims and Settlement
6 Agreement, hereinafter "mutual release," entered into in December 1986 between him and CSI,
7 Scientology, Miscavige and other beneficiaries of the mutual release. Armstrong denies that CSI,
8 Scientology, Miscavige or any of the beneficiaries have been damaged in any way whatsoever by
9 anything Armstrong has done at any time which could possibly be construed as a breach of the mutual
10 release. CSI's, Scientology's, Miscavige's and the beneficiaries' motive for bringing this action is not to
11 recover damages, because there have been and are no damages, but to destroy Armstrong pursuant to
12 CSI's, Scientology's, Miscavige's and the beneficiaries' basic philosophy, policy and practice of "fair
13 game" and their basic litigation policy of "using the law to harass and ruin utterly" their fair game
14 targets. Scientology founder L. Ron Hubbard, hereinafter "Hubbard," detailed by published policy how
15 CSI, Scientology, Miscavige and the beneficiaries are to treat fair game targets such as Armstrong:

16 "ENEMY - SP Order. Fair game. May be deprived of property or injured by any means by any
17 Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or
18 destroyed."
19

20 Armstrong has been designated an "enemy" of Scientology, Miscavige and all the beneficiaries and a
21 target of their fair game doctrine since 1981.

22 2. Armstrong denies that beginning in late 1989 he systematically began breaching virtually
23 every material covenant to which he had agreed by entering into the mutual release, or that at any time
24 he breached any material covenant whatsoever to which he had agreed by entering into the mutual
25 release. The conditions that CSI, Scientology, Miscavige and the beneficiaries characterize as "material
26 covenants" are not material at all, but against public policy, illegal, judicially unenforceable and
27 severable from the actual material covenants of the mutual release. Armstrong breached no material
28 covenant of the mutual release whatsoever, but performed each and every one of the material covenants
to which he had agreed by entering into the mutual release. Armstrong admits that in 1992, CSI

1 instituted suit against him, but denies that CSI, Scientology, Miscavige or the beneficiaries sought
2 damages for his repeated breaches of the mutual release, since there were no damages. Because of their
3 hatred for Armstrong, and pursuant to their fair game doctrine and policy of using the law to harass and
4 ruin utterly their fair game targets, CSI, Scientology, Miscavige and the beneficiaries sought to destroy
5 him by using the Law of the California Courts to enforce the mutual release's anti-public policy, illegal,
6 and immaterial conditions. Armstrong admits that CSI, Scientology, Miscavige and the beneficiaries
7 sought provisional and permanent injunctive relief against future breaches. Armstrong admits that CSI
8 obtained a monetary judgment and a permanent injunction in this Court. Armstrong admits that he has
9 characterized this Court's injunction as "illegal," "unconstitutional," and "a great stupidity," and he avers
10 that he has characterized the injunction moreover as impossible to perform, anti-public policy, anti-
11 American, anti-religion, diabolical, even insane. Armstrong further admits that because this Court's
12 injunction is illegal, unconstitutional, a great stupidity, impossible to perform, anti-public policy, anti-
13 American, anti-religion, diabolical, and even insane, Armstrong continually violates its terms.
14 Armstrong admits that he has been found by this Court to be in contempt on two separate occasions,
15 citing 14 separate violations, and is the subject of two outstanding bench warrants, but denies that this
16 was as a result of his beginning almost immediately to violate the terms of the injunction. Armstrong
17 was found by this Court to be in contempt on two separate occasions, citing 14 separate violations, and
18 is the subject of two outstanding bench warrants, as a result of this Court improperly, even illegally,
19 abetting CSI's, Scientology's, Miscavige's and the beneficiaries' fair gaming of Armstrong by illicitly
20 giving this Court's power and authority to CSI, Scientology, Miscavige and the beneficiaries to harass
21 and utterly ruin Armstrong, including by this Court's issuance of its illegal, unconstitutional, greatly
22 stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical and insane
23 injunction. Armstrong admits that on July 13, 2001 he was again found to be in contempt of the
24 injunction on no less than 131 additional occasions. Armstrong also admits that on July 13, 2001 he was
25 found to be in contempt of the injunction on no more than 131 additional occasions. Armstrong denies
26 that he has evaded both the fines and the imprisonment to which he has been sentenced by fleeing the
27 jurisdiction and relocating to British Columbia, Canada. Armstrong left Marin County, California in
28 January 1997, because of unceasing fair game being perpetrated against him by CSI, Scientology,
Miscavige and the beneficiaries abetted by this Court, because of continuing threats to Armstrong's
livelihood, reputation and life by CSI, Scientology, Miscavige and the beneficiaries abetted by this
Court, and immediately at that time in January 1997 because of Armstrong's discovery of a lengthy fair

1 game "Black Propaganda," attack on him by CSI, Scientology, Miscavige and the beneficiaries in their
2 IRS Form 1023 Submission to the Internal Revenue on which their 1993 tax exemption is based. Black
3 Propaganda, hereinafter "black PR," is the term Hubbard directed be used and Scientology uses for its
4 policy and practice of destroying a fair game target's reputation, credibility and life with covert and
5 overt, relentless and pervasive libel and slander. CSI, Scientology, Miscavige and the beneficiaries
6 obtained their first fines and order of imprisonment against Armstrong from this Court, without notice to
7 him and based on false and misleading statements, many months after he had left Marin County and
8 relocated in British Columbia.

9 3. Armstrong denies that this action seeks redress for a total of 201 breaches of paragraph 7D
10 of the mutual release. This action seeks to illegally fair game Armstrong into silence, using the power
11 and authority and the appearance of legality, probity and justice of this Court, to punish Armstrong for
12 speaking the truth about CSI, Scientology, Miscavige and the beneficiaries and fair game, black PR, use
13 of the law to harass and ruin utterly, and their other illegal and noxious policies, practices and acts, and,
14 through the illegal fair gaming and illegal judicial silencing and punishing of Armstrong, to rewrite their
15 antisocial and criminal history which he knows and speak about. Armstrong admits that CSI,
16 Scientology, Miscavige and the beneficiaries assert claims for breach of contract against him and claims
17 for intentional interference with contractual relations against Robert Minton, hereinafter "Minton," and
18 the Lisa McPherson Trust, hereinafter the "LMT." Armstrong denies that the financial resources of
19 Minton or the LMT were intended to, and specifically enabled them to act in concert and conspiracy
20 with Armstrong to perpetuate his ongoing contempt of this Court and to violate on virtually a daily basis
21 CSI's contractual rights. Armstrong denies that CSI, Scientology, Miscavige or any of the beneficiaries
22 have any legal contractual right whatsoever to legally prevent Armstrong from doing anything he has
23 done, nor to legally prevent Minton or the LMT or anyone else from acting in concert and conspiracy, or
24 in concert, or in conspiracy, with Armstrong or without Armstrong, in doing anything he has done.
25 Whatever Armstrong has done is not contempt of this Court, because this Court's injunction is illegal,
26 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
27 diabolical and insane, and a person cannot legally be held in contempt of any court for violating an
28 injunction or any other court order which is illegal, unconstitutional, greatly stupid, impossible to
perform, anti-public policy, anti-American, anti-religion, diabolical and insane. Armstrong moreover
cannot either admit or deny CSI's averment that Minton's and the LMT's "financial resources were

1 intended to, and specifically enabled them to act in concert and conspiracy with Armstrong ” because
2 this averment is unintelligible, nonsensical or both.

3 4. Armstrong admits that Plaintiff CSI’s headquarters are located in Los Angeles, California,
4 and that it has been granted the status of a nonprofit religious corporation organized and existing under
5 the laws of the State of California. Armstrong denies that CSI is in fact a non-profit religious
6 corporation, but is a profit-driven cult of intelligence, utterly irreligious in nature and involved in
7 activities and practices antithetical to the laws of California, the United States, the world community,
8 and God.

9 5. Armstrong admits that he was a long-time resident of Marin County. He denies that he is
10 presently or has ever been a fugitive from this jurisdiction. Armstrong admits that he is a fugitive from
11 injustice. He admits that he is a fugitive from CSI’s, Scientology’s, Miscavige’s and the beneficiaries’
12 illegal fair gaming of him abetted by this Court. Armstrong denies that Judge Thomas entered any
13 injunction on May 28, 1992. Armstrong denies that the orders of this Court finding him in contempt of
14 court concerned in any way violations of any injunction entered on May 28, 1992. Armstrong denies
15 that any of this Court’s contempt of court orders against him were criminal contempt convictions.
16 Armstrong denies that he fled Marin County and relocated in Canada to avoid incarceration for any
17 criminal contempt convictions or from any orders of civil contempt. Armstrong avers that he was driven
18 from his home in Marin County in January, 1997 because of unceasing fair game being perpetrated
19 against him by CSI, Scientology, Miscavige and the beneficiaries abetted by this Court, because of
20 continuing threats to his livelihood, reputation and life by CSI, Scientology, Miscavige and the
21 beneficiaries abetted by this Court, and immediately at that time because of his discovery of a lengthy
22 fair game Black PR attack on him by CSI, Scientology, Miscavige and the beneficiaries in their IRS
23 Form 1023 Submission to the Internal Revenue on which their 1993 tax exemption is based. CSI,
24 Scientology, Miscavige and the beneficiaries obtained their first order of contempt against Armstrong
25 from this Court, without notice to him and based on false and misleading statements, many months after
26 he had left Marin County and relocated in British Columbia.

27 6. Armstrong admits that Minton is an individual. Armstrong lacks knowledge or information
28 sufficient to form a belief as to the truth of the averment that Minton maintains multiple residences in
Massachusetts, New Hampshire, Florida, and perhaps elsewhere, and is therefore unable to admit or
deny the same.

1 7. Armstrong denies that the LMT's name is either deceptive or misleading. Armstrong
2 admits that the LMT was a for-profit corporation, organized and existing under the laws of the State of
3 Florida, with its principal place of business in Clearwater, Florida. Armstrong lacks knowledge or
4 information sufficient to form a belief as to the truth of the averments that the LMT was dissolved in
5 December 2001 or that Minton is its founder, sole incorporator, and the source of its financing, and
6 Armstrong is therefore unable to admit or deny the same.

7 8. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
8 averment that the LMT is, and at all times since its incorporation was, the alter ego of Minton and there
9 exists, and at all times since the LMT's incorporation has existed, a unity of interest and ownership
10 between these two defendants such that any separateness between them has ceased to exist, and
11 Armstrong is therefore unable to admit or deny the same. Armstrong denies that Minton has completely
12 controlled, dominated, managed and operated the LMT since its incorporation for his own personal
13 benefit.

14 9. Armstrong denies that the LMT is, and at all times herein mentioned was, a mere shell,
15 instrumentality and conduit through which defendant Minton carried on his own activities in the
16 corporate name, exercising such complete control and dominance of the activities of the LMT to such an
17 extent that any individuality or separateness of the LMT and Minton does not, and at all relevant times
18 mentioned herein, did not exist. Armstrong denies that the LMT made the barest pretense of adherence
19 to corporate formalities. Armstrong lacks knowledge or information sufficient to form a belief as to the
20 truth of the averment that Minton sold his entire interest in the LMT to Stacy Brooks, hereinafter
21 "Stacy," for the sum of one dollar, and is therefore unable to admit or deny the same. Armstrong lacks
22 knowledge or information sufficient to form a belief as to the truth of the averment that Stacy is
23 Minton's mistress, and is therefore unable to admit or deny the same. Armstrong denies that Minton
24 continues to exercise complete control over the LMT. Armstrong denies that Stacy ran the LMT's
25 affairs entirely under Minton's direction and for his benefit. Armstrong lacks knowledge or information
26 sufficient to form a belief as to the truth of the averment that Stacy is the President and sole shareholder
27 of LMT, and is therefore unable to admit or deny the same. Armstrong lacks knowledge or information
28 sufficient to form a belief as to the truth of the averment that following the nominal transfer of
ownership, Minton continued to finance the LMT's operations, and is therefore unable to admit or deny
the same. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
averment that Minton's control of the LMT's finances was, or is, illustrated by the fact that he arranged

1 for anonymous donors to transfer in excess of \$500,000 to the LMT's bank accounts, and is therefore
2 unable to admit or deny the same. Armstrong lacks knowledge or information sufficient to form a belief
3 as to the truth of the averments that upon receipt of any funds by the LMT, Stacy immediately paid them
4 out to Minton as a "repayment" of undocumented "loans" now claimed to be owed Minton by LMT, that
5 such undocumented loans existed, or did not exist, that Minton now claims he is owed anything by the
6 LMT, that Minton ever claimed he was owed anything by the LMT, or that anyone else is claiming or
7 ever claimed that Minton was owed anything by the LMT, and Armstrong is therefore unable to admit or
8 deny the same.

9 10. Armstrong denies that the separate existence of the LMT as an entity distinct and apart
10 from Minton is a fiction, and Armstrong therefore denies that any adherence to the fact of the separate
11 existence of the LMT as an entity distinct and apart from Minton would permit any abuse of the
12 corporate privilege or would promote any injustice. Armstrong lacks knowledge or information
13 sufficient to form a belief as to the truth of the averment that Minton has in any way used the LMT as a
14 means of financing, supporting, and enabling him to do anything, and is therefore unable to admit or
15 deny the same. Armstrong denies that anything Minton or the LMT have done to finance, support or
16 enable Armstrong does not finance, support or enable Armstrong to breach the mutual release on
17 virtually a daily basis, or on any other basis. Armstrong has performed each and every one of the
18 covenants to which he had agreed by entering into the mutual release, which were not illegal,
19 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
20 diabolical or insane.

21 11. Armstrong denies that the activities of the LMT and Minton are and have been regular and
22 systematic, or are or have been regular and systematic, or are and have been regular or systematic, or are
23 or have been regular or systematic, throughout California since its incorporation in 1999, or at any other
24 time. Armstrong denies that California was incorporated in 1999. Armstrong denies that indeed seven
25 of the LMT's key officials as identified in the LMT's own materials, are citizens and residents of
26 California. Armstrong denies that indeed seven of the LMT's key officials as identified in the LMT's
27 own materials, are not resident or officed in Florida. Armstrong denies that the LMT's own materials
28 identify seven key officials of all of its key or unkey officials from any or all states of the United States
or from any or all of the countries of the world. Armstrong denies that any members of the LMT's
Advisory Board are key officials in the LMT, or have ever been key officials in the LMT. Armstrong
lacks knowledge or information sufficient to form a belief as to the truth of the averments that seven

1 members of the LMT's Advisory Board are citizens and residents of California, or that any members of
2 the LMT's Advisory Board are citizens and residents of California, and Armstrong is therefore unable to
3 admit or deny the same. Armstrong lacks knowledge or information sufficient to form a belief as to the
4 truth of the averment that he himself is a member of LMT's Advisory Board, and is therefore unable to
5 admit or deny the same. Armstrong admits that he has in the past been a member of the LMT's
6 Advisory Board. Armstrong denies that he was ever or at any time a resident of Marin County or any
7 other California county on or after the date of incorporation of the LMT. Armstrong denies that he was
8 a Marin County resident until he absconded to Canada to avoid paying his fines and serving his jail time.
9 Armstrong repeats his averment that he was driven from his home in Marin County in January, 1997
10 because of unceasing fair game being perpetrated against him by CSI, Scientology, Miscavige and the
11 beneficiaries, abetted by this Court, because of continuing threats to his livelihood, reputation and life by
12 CSI, Scientology, Miscavige and the beneficiaries, abetted by this Court, and immediately at that time
13 because of his discovery of a lengthy fair game Black PR attack on him by CSI, Scientology, Miscavige
14 and the beneficiaries in their IRS Form 1023 Submission to the Internal Revenue on which their 1993
15 tax exemption is based. CSI, Scientology, Miscavige and the beneficiaries obtained their fines and jail
16 sentences against Armstrong from this Court, without notice to him and based on false and misleading
17 statements, many months after he had left Marin County and relocated in Canada. Armstrong denies
18 that the LMT is Minton's alter ego. Armstrong denies that flouting an injunction issued by this Court
19 which is illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
20 American, anti-religion, diabolical and insane directly or indirectly interferes in any way with the lawful
21 authority of the courts of the State of California. } Armstrong denies that either Minton or the LMT
22 through any of their actions have in any way directly or indirectly interfered with the lawful authority of
23 the courts of the State of California.

22 12. Armstrong denies that at any time he combined, conspired or agreed with Minton or the
23 LTM to perform any of the acts which are the subject of CSI's, Scientology's, Miscavige's and the
24 beneficiaries' complaint. Armstrong denies that any of the acts which are the subject of CSI's,
25 Scientology's, Miscavige's and the beneficiaries' complaint are unlawful. Armstrong denies that he
26 combined, conspired or agreed with Minton or the LTM to conceal from discovery any of the acts which
27 are the subject of CSI's, Scientology's, Miscavige's and the beneficiaries' complaint. Armstrong
28 repeats his denial that any of the acts which are the subject of CSI's, Scientology's, Miscavige's and the
beneficiaries' complaint are unlawful. Armstrong denies that he combined, conspired or agreed with

1 Minton or the LTM to conceal from discovery the participation of Minton and LMT, or Minton or the
2 LMT, in any of the acts which are the subject of CSI's, Scientology's, Miscavige's and the
3 beneficiaries' complaint. Armstrong denies that any participation whatsoever of Minton or the LMT in
4 any of the acts which are the subject of CSI's, Scientology's, Miscavige's and the beneficiaries'
5 complaint was unlawful or conspiratorial. Armstrong again repeats his denial that any of the acts which
6 are the subject of CSI's, Scientology's, Miscavige's and the beneficiaries' complaint are unlawful.

7 13. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
8 averment that the true names and capacities of the persons and/or entities that are sued by CSI,
9 Scientology, Miscavige or the beneficiaries as defendant DOES 1 through 50, inclusive, are unknown to
10 CSI, Scientology, Miscavige or the beneficiaries at this time, and Armstrong is therefore unable to admit
11 or deny the same. Armstrong lacks knowledge or information sufficient to form a belief as to the truth
12 of the averment that therefore CSI, Scientology, Miscavige or the beneficiaries are suing said defendants
13 by such fictitious names, and Armstrong is therefore unable to admit or deny the same. Armstrong lacks
14 knowledge or information sufficient to form a belief as to the truth of the averment that CSI,
15 Scientology, Miscavige or the beneficiaries will amend the complaint to show the true names and
16 capacities of defendant DOES 1 through 50, inclusive when the same are ascertained, and is therefore
17 unable to admit or deny the same. Armstrong denies that CSI, Scientology, Miscavige or the
18 beneficiaries are informed and believe that each of the DOE defendants is responsible in some manner
19 for the acts that CSI, Scientology, Miscavige or the beneficiaries complain of in their complaint.
20 Armstrong admits that CSI, Scientology, Miscavige and the beneficiaries just allege it.

21 14. Armstrong admits that on December 6, 1986 CSI, plus Scientology, plus Miscavige, plus
22 all the beneficiaries entered into a settlement with Armstrong, and that a true and correct copy of the
23 mutual release relating to such settlement is attached to CSI's, Scientology's, Miscavige's and the
24 beneficiaries' complaint as Exhibit A thereto and incorporated by reference therein. Armstrong denies
25 that the mutual release was designed to end, once and for all, or in any way, any litigation, bitter or not
26 bitter, including or not including several separate cases then pending. Armstrong denies that his
27 litigation against CSI, Scientology, Miscavige or any of the beneficiaries was bitter. Armstrong admits
28 that all of the litigations of CSI, Scientology, Miscavige and the beneficiaries were bitter, and were,
moreover, abusive, dishonest, unjust, threatening, hateful and diabolic. CSI, Scientology, Miscavige and
the beneficiaries designed the mutual release so they could continue their bitter, abusive, dishonest,
unjust, threatening, hateful and diabolic litigations against Armstrong and their other fair game targets,

1 continue their fair gaming of Armstrong and their other targets, continue to use the law to harass and
2 destroy utterly Armstrong and their other targets, and to rewrite their histories, without Armstrong being
3 able to respond in any way to CSI's, Scientology's, Miscavige's and the beneficiaries' bitter, abusive,
4 dishonest, unjust, threatening, hateful and diabolic litigations against Armstrong and their other fair
5 game targets, without Armstrong being able to respond to CSI's, Scientology's, Miscavige's and the
6 beneficiaries' continuing to fair game Armstrong and their other targets, without Armstrong being able
7 to respond to CSI's, Scientology's, Miscavige's and the beneficiaries' continuing to use the law to
8 harass and destroy utterly Armstrong and their other targets, and without Armstrong being able to
9 respond to CSI's, Scientology's, Miscavige's and the beneficiaries' rewriting of their histories; and to
10 harass, punish and utterly ruin Armstrong, using the power and authority and the appearance of legality,
11 probity and justice of the courts of California and the United States, if Armstrong responded in any way
12 to CSI's, Scientology's, Miscavige's and the beneficiaries' bitter, abusive, dishonest, unjust, threatening,
13 hateful and diabolic litigations against Armstrong and their other fair game targets, if he responded in
14 any way to CSI's, Scientology's, Miscavige's and the beneficiaries' continuing to fair game Armstrong
15 and their other targets, if he responded in any way to CSI's, Scientology's, Miscavige's and the
16 beneficiaries' continuing to use the law to harass and destroy utterly Armstrong and their other targets,
17 or if he responded in any way to CSI's, Scientology's, Miscavige's and the beneficiaries' rewriting of
18 their histories. Armstrong admits that he and CSI, plus Scientology, Miscavige and the beneficiaries
19 exchanged mutual, general releases. Armstrong denies that in consideration for a settlement payment of
20 \$800,000 he and CSI, Scientology, Miscavige and the beneficiaries exchanged mutual, general releases.
21 Armstrong admits that paragraph 7D of the mutual release contains the following:

22 "Plaintiff agrees never to create or publish, or attempt to publish, and/or
23 assist another to create for publication by means of magazine, article, book
24 or other similar form, any writing or broadcast or to assist another to
25 create write, film, or video tape or audio tape any show, program or
26 movie, or to grant interviews or discuss with others, concerning their
27 experiences with the Church of Scientology, or concerning their personal
28 or indirectly acquired knowledge or information concerning the Church of
Scientology, L. Ron Hubbard or any of the organizations, individuals and
entities listed in Paragraph 1 above. Plaintiff further agrees that he will

1 maintain strict confidentiality and silence with respect to his experiences
2 with the Church of Scientology and any knowledge or information he may
3 have concerning the Church of Scientology, L. Ron Hubbard, or any of the
4 organizations, individuals or entities listed in Paragraph 1 above....

5 Plaintiff agrees that if the terms of this paragraph are breached by him,
6 that CSI and the other Releasees would be entitled to liquidated damages
7 in the amount of \$50,000 for each such breach.”

8 Armstrong denies that in consideration for a settlement payment of \$800,000 he made the covenant
9 quoted above from paragraph 7D of the mutual release. Armstrong never agreed to any such “covenant”
10 because it is illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
11 American, anti-religion, diabolical and insane. Armstrong signed the mutual release containing said
12 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
13 religion, diabolical and insane “covenant” because of threats from CSI, Scientology, Miscavige and the
14 beneficiaries to the finances, health, businesses, families, reputations, persons and lives of himself, his
15 lawyers, his friends, and the non-Scientologist parties involved in several separate cases then pending
16 against CSI, Scientology, Miscavige or the beneficiaries; because of fraudulent representations by CSI,
17 Scientology, Miscavige, the beneficiaries, and Armstrong’s lawyer; because of the compromise of
18 Armstrong’s lawyer by CSI, Scientology, Miscavige and the beneficiaries; and because Armstrong was
19 guided by God to sign CSI’s, Scientology’s, Miscavige’s and the beneficiaries’ illegal, unconstitutional,
20 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical and
21 insane mutual release so that it could be shown to all the world to be exactly what it is, to wit, illegal,
22 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
23 diabolical, insane and clearly unenforceable. CSI, Scientology, Miscavige, the beneficiaries and all
24 Scientologists call all non-Scientologists “wogs,” hereinafter “wogs,” a Scientology hate term from the
organization’s “scriptures” meaning “niggers.” Armstrong is a wog.

25 15. Armstrong denies that beginning in late 1989, he began breaching his obligations under the
26 mutual release, including the terms of paragraph 7D. Armstrong performed all his obligations to which
27 he had agreed as stated in the mutual release. Since the terms of paragraph 7D of the mutual release are
28 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
religion, diabolical and insane, Armstrong had no obligation to perform such terms. Armstrong denies
that as a result of any breaching of any of his obligations CSI, Scientology, Miscavige or the

1 beneficiaries instituted Church of Scientology International v. Armstrong, Marin County Action No. VC
2 157680 against him, or any other suit against him. Armstrong denies that Church of Scientology
3 International v. Armstrong, Marin County Action No. VC 157680 is Armstrong I. Church of
4 Scientology International v. Armstrong, Marin County Action No. VC 157680 is Armstrong IV,
5 hereinafter "Armstrong IV." Scientology v. Armstrong, Los Angeles Superior Court Case No. C
6 420153 is Armstrong I, hereinafter "Armstrong I." CSI, Scientology, Miscavige and the beneficiaries
7 instituted Armstrong IV, Armstrong II, Armstrong III, Armstrong V, and the suit Armstrong is
8 answering here, Armstrong VII, against Armstrong as a result of their desire to fair game him into
9 silence using the power and authority and appearance of legality, probity and justice of the courts of
10 California and the United States; to harass, punish and ruin Armstrong utterly for speaking the truth
11 about CSI, Scientology, Miscavige and the beneficiaries and fair game, black PR, use of the law to
12 harass and ruin utterly, and their other illegal and noxious policies, practices and acts; and, through
13 CSI's, Scientology's, Miscavige's and the beneficiaries' illegal fair gaming and illegal judicial silencing,
14 harassing, punishing and utter ruining of Armstrong, to rewrite their antisocial and criminal history
15 which he knows and speak about. Armstrong admits that he cross-complained and that he alleged, and
16 still alleges that CSI, plus Scientology, plus Miscavige, plus the beneficiaries had violated the mutual
17 release. Armstrong denies that he alleged that the mutual release was void and unenforceable on a
18 variety of grounds. Armstrong alleged and still alleges that certain conditions of the mutual release are
19 void and unenforceable on a variety of grounds. Armstrong admits that his claims were all dismissed,
20 but denies that they were dismissed as unfounded. Armstrong's claims were dismissed because this
21 Court illegally and willfully abetted CSI's, Scientology's, Miscavige's and the beneficiaries' fair gaming
22 of Armstrong, illicitly gave its power and authority to CSI, Scientology, Miscavige and the beneficiaries
23 to harass and utterly ruin him, and improperly and legally impermissibly stripped Armstrong of his
24 defenses and rights. Armstrong admits that a judgment was entered in favor of CSI against him for
25 more than \$500,000 in damages, interest, and costs. Armstrong admits that this Court entered a
26 judgment of injunction against him barring breaches by him of the conditions of the mutual release
27 which are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
28 American, anti-religion, diabolical, insane and clearly unenforceable. Armstrong denies that he
conveyed away all of the assets which he had. Armstrong admits that he gave away substantial cash and
a residence. Armstrong denies that he purchased the residence with the fruits of his \$800,000
settlement. Armstrong denies that his settlement was \$800,000. Armstrong denies that his settlement

1 had any fruits, except for the poison apples CSI, Scientology, Miscavige and the beneficiaries planted in
2 the "settlement." Armstrong admits that the monetary judgment CSI, Scientology, Miscavige and the
3 beneficiaries obtained against him was discharged in bankruptcy. Armstrong denies that he proceeded
4 to violate the injunction at will, or that he violates the injunction at will at any time. Armstrong admits
5 that he violates the injunction, which is illegal, unconstitutional, greatly stupid, impossible to perform,
6 anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable, at the Will
7 of God. Armstrong admits that this Court issued contempt orders against him on June 3, 1997 and
8 February 11, 1998, respectively, and bench warrants with respect to those citations on August 6, 1997
9 and May 15, 1998. Armstrong denies that such contempt orders and warrants were the result of his
10 violation of the injunction, since the injunction is illegal, unconstitutional, greatly stupid, impossible to
11 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable,
12 but such contempt orders and warrants were the result of this Court illegally and willfully abetting
13 CSI's, Scientology's, Miscavige's and the beneficiaries' fair gaming of Armstrong, illicitly giving its
14 power and authority to CSI, Scientology, Miscavige and the beneficiaries to harass and utterly ruin him,
15 and improperly and legally impermissibly stripping Armstrong of his defenses and rights. Armstrong
16 admits that true and correct copies of said orders and bench warrants are attached to CSI's,
17 Scientology's, Miscavige's and the beneficiaries' complaint and incorporated therein by reference as
18 Exhibits B and C respectively. Armstrong admits he was again found in contempt by order dated July
19 13, 2001. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
20 averment that a true and correct copy of this order is attached to CSI's, Scientology's, Miscavige's and
21 the beneficiaries' complaint and incorporated therein by reference as Exhibit D and incorporated herein,
22 and is therefore unable to admit or deny the same.

21 16. Armstrong denies that his conduct after leaving the Scientology cult in 1981 has ever been
22 contumacious. Since this Court's injunction is illegal, unconstitutional, greatly stupid, impossible to
23 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable,
24 Armstrong's violating said injunction can in no legally cognizable way be contumacious. If this Court's
25 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
26 religion, diabolical, insane and clearly unenforceable injunction had not been illegal, unconstitutional,
27 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane
28 and clearly unenforceable, Armstrong's violating it could conceivably have been legally cognizable as
contumacious conduct; but that is not the case. Armstrong avers yet again that he left Marin County in

1 January, 1997 because of unceasing fair game being perpetrated against him by CSI, Scientology,
2 Miscavige and the beneficiaries, abetted by this Court, because of continuing threats to his livelihood,
3 reputation and life by CSI, Scientology, Miscavige and the beneficiaries, abetted by this Court, and
4 immediately at that time because of Armstrong's discovery of a lengthy fair game PR attack on him by
5 CSI, Scientology, Miscavige and the beneficiaries in their IRS Form 1023 Submission to the Internal
6 Revenue on which their 1993 tax exemption is based. Armstrong also avers yet again that CSI,
7 Scientology, Miscavige and the beneficiaries obtained their first contempt order against him from this
8 Court, without notice to him and based on false and misleading statements, many months after he had
9 left Marin County and relocated in British Columbia. Armstrong admits that since the February 1998
10 contempt order he made more than 200 oral statements and "postings" to the Internet newsgroup
11 alt.religion.scientology, hereinafter, "a.r.s." Armstrong denies that he made any statements created and
12 transmitted via e-mail and by "posting" to a.r.s. Armstrong admits that CSI, Scientology, Miscavige and
13 the beneficiaries allege that any oral statements he made or statements he posted to a.r.s., or any
14 statements created and transmitted via e-mail and by "posting" to a.r.s., should any such a thing exist,
15 are breaches of paragraph 7D of the mutual release and the explicit terms of the injunction. Armstrong
16 further admits that since the February 1998 contempt order he has made more than 100,000 statements,
17 oral or written, posted to a.r.s., or not posted to a.r.s., that CSI, Scientology, Miscavige and the
18 beneficiaries allege, will allege, or act as if they would allege, are breaches of paragraph 7D of the
19 mutual release and the explicit terms of the injunction. Armstrong avers that the conditions of paragraph
20 7D of the mutual release and the explicit terms of the injunction that would prohibit him from making
21 any of the statements he has made at any time are illegal, unconstitutional, greatly stupid, impossible to
22 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable.
23 Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the averment that
24 the date of each alleged breach of the more than 200 alleged breaches CSI, Scientology, Miscavige and
25 the beneficiaries are alleging is set forth in Exhibit E to their complaint, and Armstrong is therefore
26 unable to admit or deny the same. Armstrong denies that a short description of the substance of each
27 alleged breach of the more than 200 alleged breaches CSI, Scientology, Miscavige and the beneficiaries
28 are alleging is set forth in Exhibit E to their complaint. Armstrong admits that CSI, Scientology,
Miscavige and the beneficiaries have incorporated Exhibit E to their complaint therein by reference as if
set forth in full.

1 17. Armstrong admits that in December 1999 he traveled to Clearwater, Florida. Armstrong
2 denies that his travel to Clearwater was at the invitation of Minton or the LMT. Armstrong denies that
3 Minton and the LMT, or Minton or the LMT, paid for the expenses of his visit. Armstrong denies that
4 Minton or the LMT did anything in connection with his visit to Clearwater in December 1999 with the
5 purpose and intent of enabling Armstrong to violate the mutual release. Armstrong denies that Minton
6 or the LMT did anything in connection with his visit to Clearwater in December 1999 with the purpose
7 and intent of enabling Armstrong to make media and other public appearances as part of the LMT's anti-
8 Scientology campaign, or not as part of the LMT's anti-Scientology campaign. Armstrong denies that
9 the LMT had an anti-Scientology campaign. Armstrong believed and believes that the LMT had a
10 campaign of exposing and opposing Scientology abuses and criminality, such as Scientology's fair
11 gaming and black PRing of Armstrong and its use of the law to harass and ruin him utterly. Armstrong
12 admits that while in Clearwater he appeared at and addressed a gathering. Armstrong denies that the
13 gathering was assembled and sponsored by the LMT. Armstrong lacks knowledge or information
14 sufficient to form a belief as to the truth of the averment that the LTM produced a videotape of his
15 remarks to the gathering in Clearwater in 1999, and is therefore unable to admit or deny the same.
16 Armstrong denies that he began his videotaped remarks by acknowledging that his address was
17 prohibited by the injunction because he was so brazen. Armstrong began his videotaped remarks by
18 acknowledging that his address was prohibited by the injunction because the injunction is so illegal,
19 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
20 diabolical, insane and clearly unenforceable, because Armstrong was utterly certain of that fact, and
21 because he wanted to give any Scientologist, or wog, who might believe that such an injunction, which
22 prohibited a person from mentioning a religion or talking about his religious experiences, was not
23 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
24 religion, diabolical, insane and clearly unenforceable, the opportunity to leave the gathering.

25 18. Armstrong denies that he appeared on Radio Station WMNF-AM in Tampa, Florida while
26 still in Florida. Armstrong denies that he was in Florida on December 10, 1999. Armstrong denies that
27 he appeared on Radio Station WMNF-AM in Tampa, Florida at the request or expense of Minton or the
28 LMT. Armstrong admits that he gave an interview to that station. Armstrong admits that whatever he
said during said interview violated paragraph 7D. Armstrong avers again that the prohibitions of CSI's,
Scientology's, Miscavige's and the beneficiaries' paragraph 7D of their mutual release are illegal,

1 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
2 diabolical, insane and clearly unenforceable.

3 19. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
4 averment that Minton is a self-appointed financial benefactor of persons such as Armstrong, and is
5 therefore unable to admit or deny the same. Armstrong denies that he is devoted to destroying the
6 Scientology religion, because he believes that irreligion, hatred and criminality, which are the attributes
7 of the Scientology cult he opposes and seeks to reform, are not religion. Armstrong denies that persons
8 such as him are also devoted to destroying the Scientology religion, because they too, being persons
9 such as him, believe irreligion, hatred and criminality, which are the attributes of the Scientology cult
10 they, being persons such as him, oppose and seek to reform, are not religion. Armstrong lacks
11 knowledge or information sufficient to form a belief as to the truth of the averment that Minton is the
12 sole incorporator of the LMT, and is therefore unable to admit or deny the same. Armstrong denies that
13 the LMT's purpose is or ever was the demise of the Scientology religion. Armstrong believes and has
14 always believed that the LMT's purpose was to expose, oppose and seek to reform attributes, policies or
15 practices of Scientology which are irreligious, dangerous, destructive, abusive or criminal, and to assist
16 persons who have been victimized or targeted by Scientology's irreligious, dangerous, destructive,
17 abusive or criminal policies, practices and acts. Armstrong believed and believes that the following is a
18 true and correct statement of the reforms the LMT sincerely sought to bring about inside Scientology
19 and of the LMT's sincere support for religious beliefs and whatever is religious in Scientology:

20 The Lisa McPherson Trust started operations in Clearwater, Florida on
21 January 6, 2000. It was formed after decades of exhaustive investigation by
22 media and government agencies as well as firsthand accounts from hundreds
23 of former Scientologists. For more than twenty-five years there have been
24 outcries that the Church of Scientology abandon its abusive and deceptive
25 practices. But until now, there has been no formal organization committed to
26 stopping these abuses. The Lisa McPherson Trust was established for that
27 purpose, and we continue to demand that the Church of Scientology make the
28 following reforms:

___ Tell their members and the public the truth about the life of Scientology
founder L. Ron Hubbard.

1 __Tell their members and the public the truth about the history of Dianetics
2 and Scientology.

3 __Cease all illegal, unethical and harassing activities against their own
4 members and those who criticize or disagree with Scientology.

5 __Revoke the policies and practices that violate the civil and human rights of
6 Scientologists and those who criticize or disagree with Scientology.

7 __Revoke the policy of practicing medicine without a license and preventing
8 people from receiving proper medical treatment.

9 __Stop using and abusing the legal system as a means of harassment.

10 __Stop keeping the technology of Scientology secret if it truly has the power
11 to help the human race.

12 __Encourage Scientologists to speak freely among themselves. Urge them to
13 communicate with family and friends, even those who may disagree with
14 Scientology. End the practice of "disconnection."

15 __Revoke the policy and practice of using private and personal material from
16 confidential counseling sessions to blackmail, harass and intimidate.

17 __Stop using duress to extract exorbitant sums of money from their members.

18 The Lisa McPherson Trust firmly believes in religious freedom for all. But
19 we do not believe that anyone has the right to engage in behavior that
20 violates other people's rights or the laws of the land. Scientologists have
21 every right to participate in the world's religious community in practicing
22 their sincerely held religious beliefs. However, Scientology needs to cease its
23 abusive and deceptive practices."

24 Armstrong denies that Minton's offer of \$360,000 to achieve the revocation of the tax-exempt status of
25 Scientology and its components was a manifestation of Minton's commitment to harm and act against
26 the Scientology religion. Armstrong believed and believes that Minton's offer of \$360,000 to achieve
27 the revocation of the tax-exempt status of Scientology and its components was a manifestation of
28 Minton's commitment to expose and oppose Scientology's irreligious, dangerous, destructive, abusive
 or criminal policies, practices or acts and assist those persons who have been victimized or targeted by

1 such irreligious, dangerous, destructive, abusive or criminal policies, practices or acts. Scientology
2 obtained its tax exemption in 1993 by fraud, threat and other irreligious, dangerous, destructive, abusive
3 or criminal activities, including by the fair gaming and black PRing of Armstrong personally.

4 Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the averment that
5 Minton made any offer in March of 1996, and is therefore unable to admit or deny the same. Armstrong
6 lacks knowledge or information sufficient to form a belief as to the truth of the averment that in
7 approximately March of 1996, Minton also gave substantial sums to California residents Grady Ward,
8 hereinafter "Ward," and Keith Henson, hereinafter "Henson," and is therefore unable to admit or deny
9 the same. Armstrong admits that Ward and Henson were defendants in copyright actions brought by
10 Scientology. Armstrong denies that the actions Scientology brought against Ward and Henson were to
11 protect Scientology's intellectual property rights, but were to illegally harass, punish and ruin Ward and
12 Henson utterly using the power and authority and appearance of legality, probity and justice of the U.S.
13 Justice system, and thus silence Ward and Henson about, and prevent them from exposing and speaking
14 the truth about, CSI, Scientology, Miscavige and the beneficiaries and fair game, black PR, use of the
law to harass and ruin utterly, and their other illegal and noxious policies, practices and acts.

15 20. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
16 averment that in late 1997, Minton became a director of FACTNet, and is therefore unable to admit or
17 deny the same. Armstrong admits that FACTNet is a corporation. Armstrong denies that FACTNet's
18 purpose is to maintain a library of negative and misleading, often utterly false, materials
19 regarding the Church of Scientology. Armstrong believes and has always believed that FACTNet's
20 purpose is to be, inter alia, a library and research resource which maintains and makes publicly available
21 truthful materials about Scientology, which materials Scientology and its management willfully and
22 cruelly hide from and deny to Scientologists, and wogs, and attempt to destroy, particularly truthful
23 materials about Scientology's irreligious, dangerous, destructive, abusive or criminal policies and
24 practices, such as fair game, black PR and using the law to harass and ruin utterly Scientology's fair
25 game targets. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
26 averment that in 1999 Minton resigned as a director of FACTNet and in November of that year formed
the LMT, and Armstrong is therefore unable to admit or deny the same.

27 21. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
28 averments that Minton was first given notice or ever given notice of the mutual release and its terms by
letter dated January 14, 1998, by letter of any other date, or by any other means, on that date or any

1 other date, from counsel for CSI, or from any other person or entity, which enclosed or did not enclose a
2 copy of the permanent injunction issued against Armstrong ““and those acting in concert”” with him,
3 and Armstrong is therefore unable to admit or deny the same. Armstrong avers that the injunction and
4 the terms of the mutual release that the injunction purports to enforce are illegal, unconstitutional,
5 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane
6 and clearly unenforceable as to Armstrong, and are no less illegal, unconstitutional, greatly stupid,
7 impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly
8 unenforceable as to anyone, Scientologist or wog alike, “acting in concert” with Armstrong, or not
“acting in concert” with him.

9 22. Armstrong denies that CSI, Scientology, Miscavige or the beneficiaries fully ascertained
10 facts in the summer of 2000 upon which CSI, Scientology, Miscavige and the beneficiaries make their
11 averments contained in this paragraph. Armstrong admits that in January 1998 Minton loaned
12 Armstrong \$90,000. Armstrong denies there was any secret agreement between him and Minton
13 regarding \$25,000, or any of the \$90,000. Armstrong denies that Minton gave or loaned him any money
14 whatsoever for the specific purpose, or unspecific purpose, of financing Armstrong's breaches of
15 paragraph 7D of the mutual release. Minton loaned money to Armstrong pursuant to Minton's public
16 offer of a monetary reward for the revocation of CSI's, Scientology's, Miscavige's and the beneficiaries'
17 IRS tax exemption, which was obtained by CSI, Scientology, Miscavige and the beneficiaries by illegal
18 means, including fraud involving the filing of black PR and false statements about Armstrong.
19 Armstrong's efforts to have CSI's, Scientology's, and the beneficiaries' IRS tax exemption revoked,
20 since such tax exemption was obtained by CSI, Scientology, Miscavige and the beneficiaries by illegal
21 means, including fraud involving the filing of black PR and false statements about Armstrong, and
22 Armstrong's efforts in communicating in any manner, form or medium about CSI, Scientology,
23 Miscavige or the beneficiaries, about Armstrong's experiences in relation to any of these persons or
24 entities, or about exposing, opposing and seeking to reform attributes, policies, practices or acts of CSI,
25 Scientology, Miscavige and the beneficiaries which are irreligious, dangerous, destructive, abusive or
26 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
27 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
28 policies, practices or acts, cannot be legally prohibited, and the terms of paragraph 7D of CSI's,
Scientology's, Miscavige's and the beneficiaries' mutual release that prohibit such efforts and
communications by Armstrong, are illegal, unconstitutional, greatly stupid, impossible to perform, anti-

1 public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable. Armstrong
2 believed and believes that Minton believed and believes that Armstrong's efforts to have CSI's,
3 Scientology's, and the beneficiaries' IRS tax exemption revoked, since such tax exemption was obtained
4 by CSI, Scientology, Miscavige and the beneficiaries by illegal means, including fraud involving the
5 filing of black PR and false statements about Armstrong, and Armstrong's efforts in communicating in
6 any manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries, about Armstrong's
7 experiences in relation to any of these persons or entities, or about exposing, opposing and seeking to
8 reform attributes, policies or practices of CSI, Scientology, Miscavige and the beneficiaries which are
9 irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
10 have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
11 dangerous, destructive, abusive or criminal policies, practices or acts, cannot be legally prohibited, and
12 the terms of paragraph 7D of CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release
13 that prohibit such efforts and communications by Armstrong, are illegal, unconstitutional, greatly stupid,
14 impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly
unenforceable.

15 23. Armstrong admits that in or about December 1999, when the LMT was formed, Minton
16 invited him to become a member of the LMT's "Advisory Committee," hereinafter the "LMT Advisory
17 Committee." Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
18 averment that Minton possessed the knowledge that Armstrong's participation in the LMT Advisory
19 Committee would of necessity involve a violation of the mutual release, and is therefore unable to admit
20 or deny the same. Armstrong admits that he had the knowledge that his participation in the LMT
21 Advisory Committee would of necessity involve a violation of the mutual release. Armstrong believed,
22 believes and avers that any of the terms of the mutual release that Armstrong's participation in the LMT
23 Advisory Committee would of necessity violate are illegal, unconstitutional, greatly stupid, impossible
24 to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable.
25 Armstrong believed and believes that Minton too believed and believes that any terms of the mutual
26 release which Armstrong's participation in the LMT Advisory Committee would of necessity violate are
27 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
28 religion, diabolical, insane and clearly unenforceable. Armstrong admits that he served on the LMT
Advisory Committee continuously through 2001. Armstrong denies that he and Minton, or he and the
LMT, or he and Minton and the LMT, or he and anyone formed or were involved in any way in any

1 conspiracy whatsoever as CSI, Scientology, Miscavige and the beneficiaries just allege. Armstrong
2 avers that because no such conspiracy ever existed as CSI, Scientology, Miscavige and the beneficiaries
3 just allege, nothing Armstrong or Minton or the LMT furthered one or could possibly further one.
4 Armstrong denies that the LMT possessed an anti-Scientology agenda. Armstrong believed and believes
5 that the LMT's agenda was to expose, oppose and seek to reform attributes or policies or practices of
6 Scientology which are irreligious, dangerous, destructive, abusive or criminal, and to assist persons such
7 as Armstrong who have been victimized or targeted by Scientology's irreligious, dangerous, destructive,
8 abusive or criminal policies, practices or acts. Armstrong believed and believes that the agenda of CSI,
9 Scientology, Miscavige and the beneficiaries, since their agenda is irreligious, dangerous, destructive,
10 abusive and criminal, is an anti-Scientology agenda because it puts Scientology and Scientologists at
11 immediate and extreme risk. Armstrong admits that he promoted the LMT's agenda of exposing,
12 opposing and seeking to reform attributes, policies or practices of Scientology which are irreligious,
13 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
14 victimized or targeted by Scientology's irreligious, dangerous, destructive, abusive or criminal policies,
15 practices or acts. Armstrong admits that he promoted through Internet postings as well as media and
16 other public appearances the LMT's agenda of exposing, opposing and seeking to reform attributes,
17 policies or practices of Scientology which are irreligious, dangerous, destructive, abusive or criminal,
18 and assisting persons such as Armstrong who have been victimized or targeted by Scientology's
19 irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, but Armstrong lacks
20 knowledge or information sufficient to form a belief as to the truth of the averment that through
21 hundreds of Internet postings he promoted the LMT's agenda, and is therefore unable to admit or deny
22 the same. The LMT's agenda of exposing, opposing and seeking to reform attributes, policies or
23 practices of Scientology which are irreligious, dangerous, destructive, abusive or criminal, and assisting
24 persons such as Armstrong who have been victimized or targeted by Scientology's irreligious,
25 dangerous, destructive, abusive or criminal policies, practices or acts is also Armstrong's agenda, and he
26 has made thousands of Internet postings as well as media and other public appearances promoting that
27 agenda. Armstrong denies that the LMT was Minton's alter ego. Armstrong denies that either Minton
28 or the LMT was aware that Armstrong's primary means for violating paragraph 7D of the mutual release
was by e-mail and postings to a.r.s. Armstrong's primary means for communicating about exposing,
opposing and seeking to reform attributes, policies or practices of Scientology which are irreligious,
dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been

1 victimized or targeted by Scientology's irreligious, dangerous, destructive, abusive or criminal policies,
2 practices or acts is by speaking. Armstrong has been exposing, opposing and seeking to reform
3 attributes, policies or practices of Scientology which are irreligious, dangerous, destructive, abusive or
4 criminal, and assisting persons such as Armstrong who have been victimized or targeted by
5 Scientology's irreligious, dangerous, destructive, abusive or criminal policies, practices or acts by
6 speaking from at least 1980. Armstrong's secondary means for communicating about exposing,
7 opposing and seeking to reform attributes, policies or practices of Scientology which are irreligious,
8 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
9 victimized or targeted by Scientology's irreligious, dangerous, destructive, abusive or criminal policies,
10 practices or acts is by non-electronic writing. Armstrong has been exposing, opposing and seeking to
11 reform attributes, policies or practices of Scientology which are irreligious, dangerous, destructive,
12 abusive or criminal, and assisting persons such as Armstrong who have been victimized or targeted by
13 Scientology's irreligious, dangerous, destructive, abusive or criminal policies, practices or acts by non-
14 electronic writing from at least 1980. Armstrong has only been exposing, opposing and seeking to
15 reform attributes, policies or practices of Scientology which are irreligious, dangerous, destructive,
16 abusive or criminal, and assisting persons such as Armstrong who have been victimized or targeted by
17 Scientology's irreligious, dangerous, destructive, abusive or criminal policies, practices or acts by e-mail
18 or postings to a.r.s., his tertiary communication means for exposing, opposing and seeking to reform
19 attributes, policies or practices of Scientology which are irreligious, dangerous, destructive, abusive or
20 criminal, and assisting persons such as Armstrong who have been victimized or targeted by
21 Scientology's irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, since
22 1997. Any terms of paragraph 7D of the mutual release which Armstrong violated or violates by
23 speaking or writing, non-electronically or electronically, or by any other means or medium, in exposing,
24 opposing and seeking to reform attributes, policies or practices of Scientology or CSI or Miscavige or
25 the beneficiaries which are irreligious, dangerous, destructive, abusive or criminal, and assisting persons
26 such as Armstrong who have been victimized or targeted by Scientology's irreligious, dangerous,
27 destructive, abusive or criminal policies, practices or acts, are illegal, unconstitutional, greatly stupid,
28 impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly
unenforceable. Armstrong admits that in or about December of 1999, Minton purchased a computer for
Armstrong. Armstrong denies that the LMT purchased a computer for him. Armstrong denies that the
LMT is Minton's alter ego. Armstrong denies that Minton purchased a computer for him for the specific

1 purpose of using it to make publications of writings about CSI and other beneficiaries of the mutual
2 release in violation of that mutual release and in furtherance of the conspiratorial scheme CSI,
3 Scientology, Miscavige and the beneficiaries have just alleged in their complaint. Armstrong denies that
4 the conspiratorial scheme CSI, Scientology, Miscavige and the beneficiaries have just alleged in their
5 complaint exists or has ever existed. Armstrong denies that Minton purchased a computer for him for
6 the specific purpose of using it to make publications of writings of any kind about anyone or anything.
7 Armstrong admits that virtually any personal computer can be used to make publications of writings of
8 any kind about anyone or anything. Armstrong denies that he has ever testified in any proceeding that
9 Minton knew at the time that the computer would be used in the fashion CSI, Scientology, Miscavige
10 and the beneficiaries have just alleged in their complaint. Armstrong denies that Minton knew at the
11 time that the computer would be used in the fashion CSI, Scientology, Miscavige and the beneficiaries
12 have just alleged in their complaint. Armstrong denies that the computer would ever be used, was ever
13 used, is being used or will ever be used in the fashion CSI, Scientology, Miscavige and the beneficiaries
14 have just alleged in their complaint. Armstrong denies that he has ever testified in any proceeding that
15 Minton gave the computer to Armstrong for exactly the purpose CSI, Scientology, Miscavige and the
16 beneficiaries have just alleged in their complaint. Armstrong denies that Minton gave the computer to
17 Armstrong for exactly the purpose CSI, Scientology, Miscavige and the beneficiaries have just alleged
18 in their complaint. Armstrong denies that the computer was ever used, is being used or will ever be used
19 for exactly the purpose CSI, Scientology, Miscavige and the beneficiaries have just alleged in their
20 complaint. Armstrong denies that he has ever testified in any proceeding that Minton knew he was
21 giving the computer to Armstrong for any unlawful purpose whatsoever. Armstrong denies that Minton
22 gave the computer to Armstrong for any unlawful purpose whatsoever. Armstrong denies that the
23 computer was ever used, is being used or will ever be used for any unlawful purpose whatsoever.
24 Armstrong denies that using the computer, or any computer, to make publications of writings about CSI
25 and other beneficiaries, or about Scientology, or about Miscavige, or about Armstrong's experiences in
26 relation to any of these persons or entities, or about exposing, opposing and seeking to reform attributes
27 or policies or practices of CSI, Scientology, Miscavige and the beneficiaries which are irreligious,
28 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
dangerous, destructive, abusive or criminal policies, practices or acts, is an unlawful purpose.
Armstrong denies that violating terms of the mutual release which are illegal, unconstitutional, greatly

1 stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and
2 clearly unenforceable, such as paragraph 7D of the mutual release, is in any way whatsoever unlawful.

3 24. Armstrong admits that in June 2000 he traveled to Germany to attend a public ceremony
4 where Minton was presented with an award. Armstrong denies that Minton was presented an award for
5 any anti-Scientology activities. Minton was presented an award at a public ceremony in Germany for
6 his contributions in exposing, opposing and seeking to reform attributes or policies or practices of CSI,
7 Scientology, Miscavige and the beneficiaries which are irreligious, dangerous, destructive, abusive or
8 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
9 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
10 policies, practices or acts. Armstrong denies that exposing, opposing and seeking to reform attributes,
11 policies or practices of CSI, Scientology, Miscavige and the beneficiaries which are irreligious,
12 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
13 victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
14 dangerous, destructive, abusive or criminal policies, practices or acts constitutes any anti-Scientology
15 activity, unless Scientology is only a completely irreligious, completely dangerous, completely
16 destructive, completely abusive and completely criminal enterprise containing only completely
17 irreligious, completely dangerous, completely destructive, completely abusive, completely criminal and
18 completely irredeemable policies, practices, acts and personnel. Armstrong denies that Scientology is
19 only a completely irreligious, completely dangerous, completely destructive, completely abusive and
20 completely criminal enterprise containing only completely irreligious, completely dangerous,
21 completely destructive, completely abusive, completely criminal and completely irredeemable policies,
22 practices, acts and personnel. Armstrong denies that Minton was presented the award in Europe in 2000
23 by a small group of like-minded extremists. Armstrong denies that Minton is an extremist. Armstrong
24 denies that he is an extremist. Armstrong denies that any member of the group which presented the
25 award to Minton is an extremist. The group which presented the award to Minton is the European-
26 American Citizens Committee for Human Rights and Religious Freedom in the USA, hereinafter, the
27 "Committee." Armstrong is a member of the Committee. Armstrong admits that Minton and the
28 Committee have been to a degree like-minded in their dedication to exposing, opposing and seeking to
reform attributes or policies or practices of CSI, Scientology, Miscavige and the beneficiaries which are
irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,

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1 dangerous, destructive, abusive or criminal policies, practices or acts. Armstrong admits that during this
2 trip he met with media representatives and communicated about CSI, Scientology, Miscavige or the
3 beneficiaries and about exposing, opposing and seeking to reform their attributes or policies or practices
4 which are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as
5 Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
6 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts.
7 Armstrong admits that communicating about CSI, Scientology, Miscavige or the beneficiaries or about
8 exposing, opposing and seeking to reform their attributes or policies or practices which are irreligious,
9 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
10 victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
11 dangerous, destructive, abusive or criminal policies, practices or acts is a breach of certain terms of the
12 mutual release. Armstrong believed, believes, and again avers that any terms of the mutual release
13 which prohibit him or anyone from communicating about CSI, Scientology, Miscavige or the
14 beneficiaries or about exposing, opposing and seeking to reform their attributes or policies or practices
15 which are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as
16 Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
17 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, are
18 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
19 religion, diabolical, insane and clearly unenforceable. Armstrong admits that these travels were in part
20 financed and supported by Minton. Armstrong denies that these travels were financed in any part by the
21 LMT. Armstrong denies that the LMT is or was Minton's alter ego. Armstrong denies that either
22 Minton or the LMT financed Armstrong's meeting with any media representatives or financed
23 Armstrong's engaging in any of his actions of communicating about CSI, Scientology, Miscavige or the
24 beneficiaries or about exposing, opposing and seeking to reform their attributes, policies or practices
25 which are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as
26 Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
27 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, which
28 CSI, Scientology, Miscavige and the beneficiaries are alleging constitute breaches of the mutual release.
Armstrong denies that Minton possessed the knowledge at any time that Armstrong would meet with
media representatives and engage in actions of communicating about CSI, Scientology, Miscavige or the
beneficiaries or about exposing, opposing and seeking to reform their attributes or policies or practices

1 which are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as
2 Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
3 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, which
4 CSI, Scientology, Miscavige and the beneficiaries are alleging constitute breaches of the mutual release;
5 or that Minton possessed the knowledge at any time that Armstrong would use this or any other
6 opportunity to further communicate about CSI, Scientology, Miscavige or the beneficiaries or exposing,
7 opposing or seeking to reform their attributes or policies or practices which are irreligious, dangerous,
8 destructive, abusive or criminal, and assisting persons such as Armstrong who have been victimized or
9 targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive,
10 abusive or criminal policies, practices or acts, or in any other way violate the mutual release. Armstrong
11 admits that Minton and the LMT supported his exposing, opposing and seeking to reform CSI's,
12 Scientology's, Miscavige's and the beneficiaries' attributes, policies and practices which are irreligious,
13 dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who have been
14 victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
15 dangerous, destructive, abusive or criminal policies, practices or acts.

15 25. Armstrong denies that from May through July of 2001 he traveled to Russia, Germany,
16 Denmark, the United Kingdom and other countries. Armstrong admits that from April to June 2001 he
17 traveled to Russia, Germany, Denmark, the United Kingdom and other countries. Armstrong admits that
18 during the period of May to July 2001 he met with media personnel and made numerous public
19 statements about CSI, Scientology, Miscavige or the beneficiaries and about exposing, opposing and
20 seeking to reform their attributes, policies or practices which are irreligious, dangerous, destructive,
21 abusive or criminal, and assisting persons such as Armstrong who have been victimized or targeted by
22 CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or
23 criminal policies, practices or acts. Armstrong admits that making public statements about CSI,
24 Scientology, Miscavige or the beneficiaries and about exposing, opposing and seeking to reform their
25 attributes, policies or practices which are irreligious, dangerous, destructive, abusive or criminal, and
26 assisting persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's,
27 Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
28 practices or acts, is a violation of certain terms of the mutual release. Armstrong believed, believes, and
again avers that any terms of the mutual release that prohibit him or anyone from making public
statements about CSI, Scientology, Miscavige or the beneficiaries and exposing, opposing and seeking

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1 to reform their attributes, policies or practices which are irreligious, dangerous, destructive, abusive or
2 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
3 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
4 policies, practices or acts, are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public
5 policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable. Armstrong admits
6 that his travels during April, May and June 2001 were in part financed and supported by Minton.
7 Armstrong denies that these travels were financed in any part by the LMT. Armstrong denies that the
8 LMT is or was Minton's alter ego. Armstrong denies that either Minton or the LMT financed any of
9 Armstrong's actions of meeting with any media personnel or of making any public statements about
10 CSI, Scientology, Miscavige or the beneficiaries or about exposing, opposing and seeking to reform
11 their attributes or policies or practices which are irreligious, dangerous, destructive, abusive or criminal,
12 and assisting persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's,
13 Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
14 practices or acts, which CSI, Scientology, Miscavige and the beneficiaries are alleging constitute
15 violations of the mutual release. Armstrong denies that Minton possessed the knowledge at any time
16 that Armstrong would meet with media personnel and make numerous or any public statements about
17 CSI, Scientology, Miscavige or the beneficiaries and about exposing, opposing and seeking to reform
18 their attributes, policies or practices which are irreligious, dangerous, destructive, abusive or criminal,
19 and assisting persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's,
20 Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
21 practices or acts, which CSI, Scientology, Miscavige and the beneficiaries are alleging constitute
22 breaches of the mutual release; or that Minton possessed the knowledge at any time that Armstrong
23 would use this or any other opportunity to make numerous or any public appearances where such
24 statements about CSI, Scientology, Miscavige or the beneficiaries or about exposing, opposing and
25 seeking to reform their attributes, policies or practices which are irreligious, dangerous, destructive,
26 abusive or criminal, and assisting persons such as Armstrong who have been victimized or targeted by
27 CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or
28 criminal policies, practices or acts, occurred. Armstrong admits that he was in Leipzig, Germany and
publicly appeared with Minton, Stacy, and other LMT employees. Armstrong admits that in Leipzig he
made public statements about CSI, Scientology, Miscavige and the beneficiaries and about exposing,
opposing and seeking to reform their attributes, policies or practices which are irreligious, dangerous,

1 destructive, abusive or criminal, and assisting persons such as Armstrong who have been victimized or
2 targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive,
3 abusive or criminal policies, practices or acts, and that such public statements violate certain terms of the
4 mutual release. Armstrong denies that Minton possessed the knowledge at any time that Armstrong
5 would make the public statements Armstrong made or that Armstrong would make any public
6 statements in Leipzig about CSI, Scientology, Miscavige or the beneficiaries or about exposing,
7 opposing and seeking to reform their attributes, policies or practices that are irreligious, dangerous,
8 destructive, abusive or criminal, and assisting persons such as Armstrong who have been victimized or
9 targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive,
10 abusive or criminal policies, practices or acts, which CSI, Scientology, Miscavige and the beneficiaries
11 are alleging constitute violations of the mutual release. Any terms of the mutual release that prohibit
12 Armstrong, anyone acting in concert with him, or anyone else, from making the public appearances and
13 public statements that Armstrong made in Leipzig, or anywhere else in Europe, or anywhere else in the
14 world, about CSI, Scientology, Miscavige or the beneficiaries or about exposing, opposing and seeking
15 to reform their attributes, policies or practices which are irreligious, dangerous, destructive, abusive or
16 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
17 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
18 policies, practices or acts, which CSI, Scientology, Miscavige and the beneficiaries are alleging
19 constitute violations of the mutual release, are illegal, unconstitutional, greatly stupid, impossible to
20 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable.
21 Armstrong believed and believes that Minton too believed and believes that the terms of the mutual
22 release that prohibit Armstrong, anyone acting in concert with him, or anyone else, from making the
23 public appearances and public statements that Armstrong made in Leipzig, anywhere else in Europe, or
24 anywhere else in the world, about CSI, Scientology, Miscavige or the beneficiaries or about exposing,
25 opposing and seeking to reform their attributes or policies or practices which are irreligious, dangerous,
26 destructive, abusive or criminal, and assisting persons such as Armstrong who have been victimized or
27 targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive,
28 abusive or criminal policies, practices or acts, which CSI, Scientology, Miscavige and the beneficiaries
are alleging constitute violations of the mutual release, are illegal, unconstitutional, greatly stupid,
impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly
unenforceable. Armstrong admits that Minton and the LMT supported Armstrong's exposing, opposing

1 and seeking to reform CSI's, Scientology's, Miscavige's and the beneficiaries' attributes, policies or
2 practices that are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as
3 Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
4 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts.
5 Armstrong admits that although Minton encouraged Armstrong's exposing, opposing and seeking to
6 reform CSI's, Scientology's, Miscavige's and the beneficiaries' attributes, policies or practices that are
7 irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
8 have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
9 dangerous, destructive, abusive or criminal policies, practices or acts, at no time did Minton encourage
10 Armstrong in any violations of the mutual release. Armstrong repeats that he believed and believes that
11 Minton too believed and believes that the terms of the mutual release that prohibit Armstrong, anyone
12 acting in concert with him, or anyone else from making public statements about CSI, Scientology,
13 Miscavige or the beneficiaries or about exposing, opposing and seeking to reform their attributes or
14 policies or practices that are irreligious, dangerous, destructive, abusive or criminal, and assisting
15 persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's
16 and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts,
17 which CSI, Scientology, Miscavige and the beneficiaries are alleging constitute violations of the mutual
18 release, are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
19 American, anti-religion, diabolical, insane and clearly unenforceable.

20 FIRST CAUSE OF ACTION

21 (Breach of Contract Alleged of Gerald Armstrong)

22 26. In answering the averments contained in this paragraph wherein CSI, Scientology,
23 Miscavige and the beneficiaries incorporate by reference their averments contained in paragraphs 1
24 through 25, inclusive, of their complaint, Armstrong admits, denies and avers to the same effect and in
25 the same manner as he admitted, denied and averred with respect to those specific paragraphs as
26 previously set forth in this answer.

27 27. Armstrong denies that by reason of the facts alleged in paragraphs 15, 16, and 17 of CSI's,
28 Scientology's, Miscavige's and the beneficiaries' complaint Armstrong has committed 201 separate and
distinct breaches of paragraph 7D of the mutual release. By reason of the facts alleged in paragraphs 15,
16, and 17 of CSI's, Scientology's, Miscavige's and the beneficiaries' complaint, Armstrong has
committed 204 separate and distinct breaches of paragraph 7D of the mutual release, plus more than

1 99,796 more separate and distinct breaches of paragraph 7D of the mutual release, for a grand total of
2 more than 100,000 separate and distinct breaches of paragraph 7D of the mutual release. Armstrong
3 denies that as a result of any facts alleged by CSI, Scientology, Miscavige and the beneficiaries in their
4 complaint, or as a result of anything Armstrong has done or not done at any time, CSI, Scientology,
5 Miscavige or the beneficiaries are entitled to liquidated damages of \$50,000 for each such breach, or
6 even that \$50,000 for each such breach totals \$10,050,000. By reason of the facts stated by Armstrong
7 herein, neither CSI, Scientology, Miscavige nor any of the beneficiaries are entitled to even one red cent
8 in liquidated damages, or damages from Armstrong of any amount or kind whatsoever.

9 **SECOND CAUSE OF ACTION**

10 **(Intentional Interference with Contractual Relations**

11 **Alleged Against Robert Minton and the LMT)**

12 28. In answering the averments contained in this paragraph wherein CSI, Scientology,
13 Miscavige and the beneficiaries incorporate by reference their averments contained in paragraphs 1
14 through 25, inclusive, and paragraph 27 of their complaint, Armstrong admits, denies and avers to the
15 same effect and in the same manner as he admitted, denied and averred with respect to those specific
16 paragraphs as previously set forth in this answer.

17 29. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
18 averment that by reason of the facts set forth in CSI's, Scientology's, Miscavige's and the beneficiaries'
19 complaint, Minton and the LMT, or Minton or the LMT, has or ever had knowledge and notice of both
20 the mutual release and the injunction, and Armstrong is therefore unable to admit or deny the same.
21 Armstrong denies that by reason of the facts set forth in CSI's, Scientology's, Miscavige's and the
22 beneficiaries' complaint, Minton and the LMT, or Minton or the LMT, willfully, deliberately, and
23 maliciously aided and financially rewarded and enabled Armstrong, or willfully, or deliberately, or
24 maliciously aided or financially rewarded or enabled Armstrong, to breach his contractual obligations,
25 as alleged in paragraphs 15, 16, 17, and 24 of CSI's, Scientology's, Miscavige's and the beneficiaries'
26 complaint. The terms of the mutual release that Armstrong at any time breached by communicating in
27 any manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries, about Armstrong's
28 experiences in relation to any of these persons or entities, or about exposing, opposing and seeking to
reform attributes, policies or practices of CSI, Scientology, Miscavige and the beneficiaries that are

1 irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
2 have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
3 dangerous, destructive, abusive or criminal policies, practices or acts, are illegal, unconstitutional,
4 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane
5 and clearly unenforceable, and Armstrong therefore had no legally cognizable contractual obligation to
6 not breach those terms. Armstrong believed and believes that Minton and the LMT also believed and
7 believe that the terms of the mutual release which Armstrong at any time breached by communicating in
8 any manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries, about Armstrong's
9 experiences in relation to any of these persons or entities, or about exposing, opposing and seeking to
10 reform attributes, policies or practices of CSI, Scientology, Miscavige and the beneficiaries which are
11 irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
12 have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
13 dangerous, destructive, abusive or criminal policies, practices or acts, are illegal, unconstitutional,
14 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane
15 and clearly unenforceable, and Armstrong therefore had no legally cognizable contractual obligation to
16 not communicate in any manner, form or medium about CSI, Scientology, Miscavige or the
17 beneficiaries, about Armstrong's experiences in relation to any of these persons or entities, or about
18 exposing, opposing and seeking to reform attributes, policies or practices of CSI, Scientology,
19 Miscavige and the beneficiaries which are irreligious, dangerous, destructive, abusive or criminal, and
20 assisting persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's,
21 Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
22 practices or acts. Armstrong denies that the LMT made any payments to Armstrong. Armstrong denies
23 that Minton's intention in giving or loaning any money to Armstrong was to provide Armstrong with the
24 financial wherewithal to allow him to continue his admitted breaches of the mutual release, to reward
25 him for his earlier breaches, and to frustrate CSI and deny it the benefits of the mutual release to which
26 it was and is entitled. Armstrong denies that Minton's intention in giving or loaning any money to
27 Armstrong was to provide Armstrong with the financial wherewithal to allow him to continue his
28 admitted breaches of the mutual release, to reward him for his earlier breaches, and to frustrate CSI, or

1 Scientology, or Miscavige, or the beneficiaries and deny any of them the benefits of the mutual release
2 to which any of them were or are entitled. Each and every benefit of the mutual release to which CSI, or
3 Scientology, or Miscavige, or any of the beneficiaries were or are legally entitled was received by them,
4 and not denied to any of them at any time or in any way or manner by anything Armstrong did or did not
5 do. Prohibiting Armstrong from communicating in any manner, form or medium about CSI,
6 Scientology, Miscavige or the beneficiaries, about Armstrong's experiences in relation to any of these
7 persons or entities, or about exposing, opposing and seeking to reform attributes, policies or practices of
8 CSI, Scientology, Miscavige and the beneficiaries that are irreligious, dangerous, destructive, abusive or
9 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
10 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
11 policies, practices or acts, is illegal, unconstitutional, greatly stupid, impossible to perform, anti-public
12 policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable, and is not a benefit to
13 which either CSI, Scientology, Miscavige or any of the beneficiaries is legally entitled. Armstrong
14 believed and believes that Minton believed and believes that prohibiting Armstrong from
15 communicating in any manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries,
16 about Armstrong's experiences in relation to any of these persons or entities, or about exposing,
17 opposing and seeking to reform attributes, policies or practices of CSI, Scientology, Miscavige and the
18 beneficiaries that are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such
19 as Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
20 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, is illegal,
21 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
22 diabolical, insane and clearly unenforceable, and is not a benefit to which either CSI, Scientology,
23 Miscavige or any of the beneficiaries is legally entitled. Minton loaned money to Armstrong pursuant to
24 Minton's public offer of a monetary reward for the revocation of CSI's, Scientology's, Miscavige's and
25 the beneficiaries' IRS tax exemption, which was obtained by CSI, Scientology, Miscavige and the
26 beneficiaries by illegal means, including fraud involving the filing of black PR and false statements
27 about Armstrong. An IRS tax exemption obtained by illegal means, including fraud involving the filing
28 of black PR and false statements about Armstrong, or anyone, is not a benefit to which CSI,

1 Scientology, Miscavige and the beneficiaries are legally entitled. Armstrong's efforts to have the IRS
2 tax exemption of CSI, Scientology, Miscavige and the beneficiaries revoked, since such tax exemption
3 was obtained by CSI, Scientology, Miscavige and the beneficiaries by illegal means, including fraud
4 involving the filing of black PR and false statements about Armstrong, and Armstrong's efforts in
5 communicating in any manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries,
6 about Armstrong's experiences in relation to any of these persons or entities, or about exposing,
7 opposing and seeking to reform attributes, policies or practices of CSI, Scientology, Miscavige and the
8 beneficiaries that are irreligious, dangerous, destructive, abusive or criminal, and assisting persons such
9 as Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
10 beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, cannot
11 be legally prohibited, and CSI's, Scientology's, Miscavige's and the beneficiaries' actions to attempt to
12 prohibit such efforts and communications by Armstrong, including the terms of CSI's, Scientology's,
13 Miscavige's and the beneficiaries' mutual release that prohibit such efforts and communications by
14 Armstrong, are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
15 American, anti-religion, diabolical, insane and clearly unenforceable. Armstrong believed and believes
16 that Minton believed and believes that Armstrong's efforts to have the IRS tax exemption of CSI,
17 Scientology, Miscavige and the beneficiaries revoked, since such tax exemption was obtained by CSI,
18 Scientology, Miscavige and the beneficiaries by illegal means, including fraud involving the filing of
19 black PR and false statements about Armstrong, and Armstrong's efforts in communicating in any
20 manner, form or medium about CSI, Scientology, Miscavige or the beneficiaries, about Armstrong's
21 experiences in relation to any of these persons or entities, or about exposing, opposing and seeking to
22 reform attributes, policies or practices of CSI, Scientology, Miscavige and the beneficiaries that are
23 irreligious, dangerous, destructive, abusive or criminal, and assisting persons such as Armstrong who
24 have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
25 dangerous, destructive, abusive or criminal policies, practices or acts, cannot be legally prohibited, and
26 CSI's, Scientology's, Miscavige's and the beneficiaries' actions to attempt to prohibit such efforts and
27 communications by Armstrong, including the terms of CSI's, Scientology's, Miscavige's and the
28 beneficiaries' mutual release that prohibit such efforts and communications by Armstrong, are illegal,

1 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
2 diabolical, insane and clearly unenforceable. Armstrong denies that Minton's intention in giving or
3 loaning any money to Armstrong was to frustrate CSI, or Scientology, or Miscavige or any of the
4 beneficiaries. Armstrong admits that his very existence frustrates CSI's, Scientology's, Miscavige's and
5 the beneficiaries' attributes, policies or practices that are irreligious, dangerous, destructive, abusive or
6 criminal, frustrates CSI's, Scientology's, Miscavige's and the beneficiaries' victimizing, fair gaming,
7 black PRing or targeting of persons such as Armstrong, and frustrates CSI's, Scientology's, Miscavige's
8 and the beneficiaries' efforts to rewrite their antisocial and criminal history, which Armstrong knows
9 and speaks about. Armstrong admits that Minton's intention in giving or loaning money to Armstrong
10 was to aid, enable and prolong his very existence. Armstrong denies that frustrating CSI's,
11 Scientology's, Miscavige's and the beneficiaries' attributes, policies or practices that are irreligious,
12 dangerous, destructive, abusive or criminal, frustrating CSI's, Scientology's, Miscavige's and the
13 beneficiaries' victimizing, fair gaming, black PRing or targeting of persons such as Armstrong, or
14 frustrating CSI's, Scientology's, Miscavige's and the beneficiaries' efforts to rewrite their antisocial and
15 criminal history, which Armstrong knows and speaks about, frustrates CSI, Scientology, Miscavige or
16 the beneficiaries. Indeed, Armstrong assists CSI, Scientology, Miscavige and the beneficiaries by
17 frustrating what frustrates them and puts them all at risk, to wit, their attributes, policies or practices that
18 are irreligious, dangerous, destructive, abusive or criminal, their victimizing, fair gaming, black PRing
19 or targeting of persons such as Armstrong, and CSI's, Scientology's, Miscavige's and the beneficiaries'
20 efforts to rewrite their antisocial and criminal history, which Armstrong knows and speaks about.
21 Armstrong believed and believes that Minton believed and believes that Armstrong's very existence
22 frustrates CSI's, Scientology's, Miscavige's and the beneficiaries' attributes, policies or practices that
23 are irreligious, dangerous, destructive, abusive or criminal, frustrates CSI's, Scientology's, Miscavige's
24 and the beneficiaries' victimizing, fair gaming, black PRing or targeting of persons such as Armstrong,
25 and frustrates CSI's, Scientology's, Miscavige's and the beneficiaries' efforts to rewrite their antisocial
26 and criminal history, which Armstrong knows and speaks about; that frustrating CSI's, Scientology's,
27 Miscavige's and the beneficiaries' attributes, policies or practices that are irreligious, dangerous,
28 destructive, abusive or criminal, frustrating CSI's, Scientology's, Miscavige's or the beneficiaries'

1 victimizing, fair gaming, black PRing or targeting of persons such as Armstrong, or frustrating CSI's,
2 Scientology's, Miscavige's and the beneficiaries' efforts to rewrite their antisocial and criminal history
3 which, Armstrong knows and speaks about, does not frustrate CSI, Scientology, Miscavige or the
4 beneficiaries, but indeed assists CSI, Scientology, Miscavige and the beneficiaries by frustrating what
5 frustrates them and puts them all at risk, to wit, CSI's, Scientology's, Miscavige's and the beneficiaries'
6 attributes, policies or practices that are irreligious, dangerous, destructive, abusive or criminal, CSI's,
7 Scientology's, Miscavige's and the beneficiaries' victimizing, fair gaming, black PRing or targeting of
8 persons such as Armstrong, and CSI's, Scientology's, Miscavige's and the beneficiaries' efforts to
9 rewrite their antisocial and criminal history, which Armstrong knows and speaks about. Armstrong
10 admits that in or about December 1999 Minton gave a computer to him. Armstrong denies that Minton
11 gave him a computer as a reward for Armstrong's past breaches, or as a reward for anything else.
12 Minton gave Armstrong a computer because Armstrong is Minton's friend, and because, on information
13 and belief, a third party mentioned to Minton that Armstrong was using an older model computer that
14 would not run certain applications. The applications that Armstrong's older computer would not run did
15 not include e-mail or newsreader programs. Terms of paragraph 7D of the mutual release that prohibit
16 Armstrong, or anyone else, from communicating about CSI, Scientology, Miscavige or the beneficiaries,
17 about exposing, opposing and seeking to reform their attributes, policies or practices that are irreligious,
18 dangerous, destructive, abusive or criminal, and about assisting persons such as Armstrong who have
19 been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious,
20 dangerous, destructive, abusive or criminal policies, practices or acts, by e-mail, by postings to a.r.s., by
21 postings to any other newsgroup, or by any other means or medium, are illegal, unconstitutional, greatly
22 stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and
23 clearly unenforceable. Armstrong believed and believes that Minton believed and believes that the
24 terms of paragraph 7D of the mutual release that prohibit Armstrong, or anyone else, from
25 communicating about CSI, Scientology, Miscavige or the beneficiaries, about exposing, opposing and
26 seeking to reform their attributes, policies or practices that are irreligious, dangerous, destructive,
27 abusive or criminal, and about assisting persons such as Armstrong who have been victimized or
28 targeted by CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive,

1 abusive or criminal policies, practices or acts, by e-mail, by postings to a.r.s., by postings to any other
2 newsgroup, or by any other means or medium, are illegal, unconstitutional, greatly stupid, impossible to
3 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable.
4 Each and every benefit of the mutual release to which CSI, or Miscavige, or Scientology, or any of the
5 beneficiaries was or is legally entitled was received by each and every one of them, and not denied to
6 any of them at any time or in any way or manner. Armstrong denies that, because each and every
7 benefit of the mutual release to which CSI, Scientology, Miscavige or the beneficiaries was or is legally
8 entitled was received by them, the efforts by CSI, Scientology, Miscavige or the beneficiaries to obtain
9 said benefits are or were at any time frustrated in any way, manner or degree whatsoever by Minton's
10 giving Armstrong a computer, or by anything Armstrong communicated by e-mail, by posting to a.r.s.,
11 or by posting to any other newsgroup, using said computer, or by Armstrong's communicating anything
12 he communicated at any time by any other means or medium. Prohibiting Armstrong, anyone acting in
13 concert with him, or anyone else, from communicating by e-mail, by postings to a.r.s., by postings to
14 any other newsgroup, or by any other means or medium in any manner, form or medium, about CSI,
15 Scientology, Miscavige or the beneficiaries, about Armstrong's experiences in relation to any of these
16 persons or entities, or about exposing, opposing and seeking to reform attributes, policies or practices of
17 CSI, Scientology, Miscavige or the beneficiaries that are irreligious, dangerous, destructive, abusive or
18 criminal, and assisting persons such as Armstrong who have been victimized or targeted by CSI's,
19 Scientology's, Miscavige's or the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
20 policies, practices or acts, is illegal, unconstitutional, greatly stupid, impossible to perform, anti-public
21 policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable, and is not a benefit to
22 which either CSI, Scientology, Miscavige or any of the beneficiaries is legally entitled. Armstrong
23 believed and believes that Minton believed and believes that prohibiting Armstrong, anyone acting in
24 concert with him, or anyone else, from communicating by e-mail, by postings to a.r.s., by postings to
25 any other newsgroup, or by any other means or medium, about CSI, Scientology, Miscavige or the
26 beneficiaries, about Armstrong's experiences in relation to any of these persons or entities, or about
27 exposing, opposing and seeking to reform attributes, policies or practices of CSI, Scientology,
28 Miscavige and the beneficiaries that are irreligious, dangerous, destructive, abusive or criminal, and

1 assisting persons such as Armstrong who have been victimized or targeted by CSI's, Scientology's,
2 Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
3 practices or acts, is illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy,
4 anti-American, anti-religion, diabolical, insane and clearly unenforceable, and is not a benefit to which
5 either CSI, Scientology, Miscavige or any of the beneficiaries is legally entitled.

6 30. Armstrong denies that as a direct and proximate result of the conduct of Minton and the
7 LMT as alleged in CSI's complaint CSI has been damaged in an amount in excess of the jurisdictional
8 minimum of this Court. Armstrong denies that as a direct and proximate result of the conduct of Minton
9 and the LMT as alleged in CSI's, Scientology's, Miscavige's, or the beneficiaries' complaint either CSI,
10 or Scientology, or Miscavige, or any of the beneficiaries has been damaged in an amount in excess of
11 the jurisdictional minimum of this Court. Armstrong denies that as a direct and proximate result of the
12 conduct of Minton and the LMT as alleged in CSI's, Scientology's, Miscavige's and the beneficiaries'
13 complaint either CSI, or Scientology, or Miscavige, or any of the beneficiaries has been damaged in any
14 amount, way or manner whatsoever. Armstrong admits that the exact amount by which CSI, or
15 Scientology, or Miscavige or any of the beneficiaries has been damaged in excess of the jurisdictional
16 minimum of this Court, as a direct and proximate result of the conduct of Minton and the LMT, or
17 Minton or the LMT, as alleged in CSI's, Scientology's, Miscavige's, and the beneficiaries' complaint,
18 will be proven at trial, to wit, not a whit. The exact amount by which CSI, or Scientology, or Miscavige,
19 or any of the beneficiaries has been damaged in any way or manner whatsoever as a direct and
20 proximate result of the conduct of Minton and the LMT as alleged in CSI's, Scientology's, Miscavige's
21 and the beneficiaries' complaint, will also be proven at trial, to wit, not one thin dime.

22 31. Armstrong denies that Minton and the LMT, or Minton or the LMT, harbors actual ill will
23 and malice, or actual ill will or malice, toward CSI, or toward Scientology, Miscavige or any of the
24 beneficiaries. Minton and the LMT harbor and extend good will and benevolence toward CSI,
25 Scientology, Miscavige and the beneficiaries, as demonstrated by Minton's and the LMT's agenda,
26 campaign and efforts to expose, oppose and seek to reform attributes or policies or practices of CSI,
27 Scientology, Miscavige and the beneficiaries that are irreligious, dangerous, destructive, abusive or
28 criminal, and to assist persons such as Armstrong, including CSI's, Scientology's, Miscavige's and the
beneficiaries' own personnel, who have been victimized or targeted by CSI's, Scientology's,
Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies,
practices or acts, despite Minton and the LMT being themselves victimized and targeted by CSI's,

1 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
2 policies or practices, including but not limited to fair game, Black PR and using the law to harass and
3 ruin utterly. Armstrong denies that Minton and the LMT, or Minton or the LMT, interfered in any way
4 with CSI's, or Scientology's or Miscavige's or any of the beneficiaries' enjoyment of the benefits to
5 which any of them was or is entitled under the mutual release. Each and every benefit of the mutual
6 release to which CSI, or Scientology, or Miscavige, or any of the beneficiaries was or is legally entitled
7 was received by them, and not denied to any of them at any time or in any way or manner by Minton,
8 the LMT or Armstrong, or anything Minton, the LMT or Armstrong did or did not do. Armstrong lacks
9 knowledge or information sufficient to form a belief as to the truth of the averment that CSI, or
10 Scientology, or Miscavige, or any of the beneficiaries did not enjoy the benefits to which any of them
11 was or is entitled under the mutual release, and which they received and were not denied at any time or
12 in any way or manner by Minton, the LMT or Armstrong, or by anything Minton, the LMT or
13 Armstrong did or did not do, and Armstrong is therefore unable to admit or deny the same. Armstrong
14 denies that Minton and the LMT, or Minton or the LMT, did anything that CSI, Scientology, Miscavige
15 or any of the beneficiaries allege in their complaint interfered in any way with CSI's, Scientology's, or
16 Miscavige's or any of the beneficiaries' enjoyment of the benefits to which any of them was or is
17 entitled under the mutual release as part of Minton's and the LMT's, or Minton's or the LMT's, avowed
18 plan to destroy the Scientology religion. Armstrong denies that Minton and the
19 LMT, had an avowed plan to destroy the Scientology religion. Armstrong denies that Minton and the
20 LMT, or Minton or the LMT, had any plan, avowed or not avowed, to destroy the Scientology religion.
21 Minton and the LMT had a plan to expose, oppose and seek to reform attributes or policies or practices
22 of CSI, Scientology, Miscavige and the beneficiaries that are irreligious, dangerous, destructive, abusive
23 or criminal, and to assist persons such as Armstrong who have been victimized or targeted by CSI's,
24 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive or criminal
25 policies, practices or acts. Armstrong denies that such a plan as Minton's and the LMT's plan to expose,
26 oppose and seek to reform attributes, policies or practices of CSI, Scientology, Miscavige and the
27 beneficiaries that are irreligious, dangerous, destructive, abusive or criminal, and to assist persons such
28 as Armstrong who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the
beneficiaries' irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, is a plan
to destroy the Scientology religion. Such a plan as Minton's and the LMT's plan to expose, oppose and
seek to reform attributes, policies, practices or acts of CSI, Scientology, Miscavige and the beneficiaries

1 that are irreligious, dangerous, destructive, abusive or criminal, and to assist persons such as Armstrong
2 who have been victimized or targeted by CSI's, Scientology's, Miscavige's and the beneficiaries'
3 irreligious, dangerous, destructive, abusive or criminal policies, practices or acts, is a plan to save
4 whatever of Scientology is not irreligious, not dangerous, not destructive, not abusive and not criminal
5 from being destroyed as a result of the attributes, policies, practices or acts of CSI, Scientology,
6 Miscavige and the beneficiaries that are irreligious, dangerous, destructive, abusive and criminal, and to
7 save Scientologists, as well as wogs such as Armstrong, from being victimized or targeted by CSI's,
8 Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous, destructive, abusive and
9 criminal policies, practices or acts. Armstrong denies that any conduct of Minton or the LMT alleged in
10 CSI's, Scientology's, Miscavige's and the beneficiaries' complaint is willful, malicious or despicable in
11 any way whatsoever. Armstrong denies that any conduct of Minton or the LMT alleged in CSI's,
12 Scientology's, Miscavige's and the beneficiaries' complaint justifies an award of punitive damages, or
13 an award of any other kind or type of damages, against Minton or the LMT, or against any other person
14 or entity, in any amount whatsoever. Armstrong admits that an award of punitive damages, or of any
15 other kind or type of damages, against Minton or the LMT, or against any other person or entity, will be
16 in accordance with proof, to wit, zip.

THIRD CAUSE OF ACTION
(Conspiracy to Breach Contract And To Interfere
With Contractual Relations Against
Gerald Armstrong, Robert Minton and LMT)

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20 32. In answering the averments contained in this paragraph wherein CSI, Scientology,
21 Miscavige and the beneficiaries incorporate by reference their averments contained in paragraphs 1
22 through 25, Armstrong admits, denies and avers to the same effect and in the same manner as he
23 admitted, denied and averred with respect to those specific paragraphs as previously set forth in this
24 answer.

25 33. Armstrong denies that as alleged in the first and second causes of action of CSI's,
26 Scientology's, Miscavige's and the beneficiaries' complaint Defendants Minton, the LMT or Armstrong
27 agreed and knowingly and willfully conspired, or agreed or knowingly or willfully conspired, between
28 themselves, or between or with anyone else, to enable Armstrong to breach his contractual obligations
between CSI, Scientology, Miscavige and the beneficiaries and Armstrong. Armstrong performed
perfectly all his contractual obligations to CSI, Scientology, Miscavige or the beneficiaries. What CSI,

1 Scientology, Miscavige and the beneficiaries are alleging in their complaint are terms of contractual
2 obligations between Armstrong and CSI, Scientology, Miscavige and the beneficiaries that Armstrong
3 breached are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
4 American, anti-religion, diabolical, insane and clearly unenforceable, and therefore do not and cannot
5 constitute legally cognizable contractual obligations. Armstrong believed and believes that Minton
6 believed and believes that what CSI, Scientology, Miscavige and the beneficiaries are alleging in their
7 complaint are terms of contractual obligations between Armstrong and CSI, Scientology, Miscavige and
8 the beneficiaries that Armstrong breached are illegal, unconstitutional, greatly stupid, impossible to
9 perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable,
10 and therefore do not and cannot constitute legally cognizable contractual obligations. Armstrong denies
11 that Defendants Minton, the LMT or Armstrong agreed and knowingly and willfully conspired, between
12 themselves, or between or with anyone else, to do or not do anything whatsoever. Armstrong denies that
13 as alleged in the first and second causes of action of CSI's, Scientology's, Miscavige's and the
14 beneficiaries' complaint Defendants Minton, the LMT, Armstrong or anyone else deliberately interfered,
15 undeliberately interfered, or interfered in any way or manner whatsoever, with the contractual relations
16 between CSI, Scientology, Miscavige or any of the beneficiaries and Armstrong. Armstrong performed
17 perfectly all his obligations in his contractual relations with CSI, Scientology, Miscavige or and the
18 beneficiaries. What CSI, Scientology, Miscavige and the beneficiaries are alleging in their complaint
19 are terms in the contractual relations between Armstrong and CSI, Scientology, Miscavige and the
20 beneficiaries with which Defendants Minton, the LMT or Armstrong interfered, are illegal,
21 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
22 diabolical, insane and clearly unenforceable, do not and cannot constitute legally cognizable contractual
23 terms, and therefore may be legally interfered with as Defendants Minton, the LMT or Armstrong
24 legally interfered with them. Armstrong believed and believes that Minton believed and believes that
25 what CSI, Scientology, Miscavige and the beneficiaries are alleging in their complaint are terms in the
26 contractual relations between Armstrong and CSI, Scientology, Miscavige and the beneficiaries with
27 which Defendants Minton, the LMT or Armstrong interfered, are illegal, unconstitutional, greatly stupid,
28 impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane and clearly
unenforceable, do not and cannot constitute legally cognizable contractual terms, and therefore may be
legally interfered with as Defendants Minton, the LMT or Armstrong legally interfered with them.
Armstrong denies that Defendants, Minton, or the LMT, or Armstrong, or anyone else, did the acts and

1 things that CSI, Scientology, Miscavige and the beneficiaries have just alleged in their complaint
2 pursuant to, and in furtherance of, the conspiracy and agreement between Defendants, Minton, and the
3 LMT, and Armstrong, and anyone else, or Minton, or the LMT, or Armstrong, or anyone else, that CSI,
4 Scientology, Miscavige and the beneficiaries have alleged in their complaint. Armstrong denies that
5 there exists or has ever existed the conspiracy and agreement, or the conspiracy or agreement, between
6 Defendants, Minton, or the LMT, or Armstrong, or anyone else, that CSI, Scientology, Miscavige and
7 the beneficiaries have just alleged in their complaint.

8 34. Armstrong denies that as a proximate result of the wrongful acts alleged by CSI,
9 Scientology, Miscavige and the beneficiaries in their complaint any of them has been generally
10 damaged, specifically damaged, or damaged in any amount, way or manner whatsoever. Armstrong
11 denies that any of the acts of Armstrong, Minton, the LMT, Does 1 through 50, or anyone else, alleged
12 by CSI, Scientology, Miscavige and the beneficiaries in their complaint and labeled by them as
13 wrongful, are in fact and in truth wrongful in any way or manner whatsoever. Armstrong admits that the
14 sum in which CSI, Scientology, Miscavige and the beneficiaries have been generally damaged,
15 specifically damaged, or damaged in any amount, way or manner whatsoever, by any or all of the acts of
16 Armstrong, Minton, the LMT, Does 1 through 50, or anyone else, alleged in CSI's, Scientology's,
17 Miscavige's and the beneficiaries' complaint will be proven at trial, to wit, not one dinky Deutsch Mark,
18 hereinafter, "DM."

19 35. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the
20 averment that at all times alleged by CSI, Scientology, Miscavige and the beneficiaries in their
21 complaint, or at any time, Defendants Minton or the LMT knew of the provisions of CSI's,
22 Scientology's, Miscavige's and the beneficiaries' mutual release with Armstrong, and Armstrong is
23 therefore unable to admit or deny the same. Armstrong admits that at all times alleged by CSI,
24 Scientology, Miscavige and the beneficiaries in their complaint Armstrong knew of the provisions of
25 CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release with Armstrong. Armstrong
26 admits that Armstrong, Minton and the LMT did the things they did, whether alleged or not alleged by
27 CSI, Scientology, Miscavige and the beneficiaries in their complaint, intentionally. Armstrong denies
28 that Armstrong, Minton or the LMT did any of the things alleged by CSI, Scientology, Miscavige and
the beneficiaries in their complaint, if Armstrong, Minton and the LMT actually did do any of those
things, willfully, fraudulently, and maliciously, or willfully, fraudulently, or maliciously. Armstrong
denies that Armstrong, Minton or the LMT did any of the things alleged by CSI, Scientology, Miscavige

1 and the beneficiaries in their complaint, if Armstrong, Minton and the LMT actually did do any of those
2 things, to defraud and oppress, or defraud or oppress, CSI, Scientology, Miscavige or the beneficiaries.
3 Armstrong, Minton and the LMT did the things alleged by CSI, Scientology, Miscavige and the
4 beneficiaries in their complaint, if Armstrong, Minton and the LMT actually did do any of those things,
5 to expose, oppose and reform the fraud and oppression by CSI, Scientology, Miscavige and the
6 beneficiaries. Armstrong denies that CSI, Scientology, Miscavige or the beneficiaries are entitled to
7 exemplary or punitive damages in the sum of One Million Dollars (\$1,000,000). Armstrong denies that
8 CSI, Scientology, Miscavige or the beneficiaries are entitled to exemplary or punitive damages of even
9 one DM.

10 **FIRST AFFIRMATIVE DEFENSE**

11 **(Failure To State A Cause Of Action)**

12 36. Further answering said complaint, and as a first, separate and affirmative defense thereto,
13 Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in
14 the introduction and paragraphs 1 through 35 and 37 through 79 herein and alleges as follows:

15 The complaint and each cause of action contained therein fails to state a cause of action against
16 Armstrong, or against Minton or the LMT, upon which relief can be granted.

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Unclean Hands)**

19 37. Further answering said complaint, and as a second, separate and affirmative defense
20 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
21 contained in the introduction and paragraphs 1 through 36 and 38 through 79 herein and alleges as
22 follows:

23 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing their action against
24 Armstrong, Minton or the LMT and/or obtaining the equitable relief requested therein under the doctrine
25 of unclean hands, because CSI, Scientology, Miscavige and the beneficiaries have subjected Armstrong,
26 Minton and the LMT to CSI's, Scientology's, Miscavige's and the beneficiaries' irreligious, dangerous,
27 destructive, abusive and criminal policies and practices, including fair game, Black PR and using the law
28 to harass and ruin utterly. CSI, Scientology, Miscavige and the beneficiaries have themselves breached
the mutual release that they seek to enforce against Armstrong, Minton and the LMT. Through their
relentless fair gaming, black PRing and using the law to harass and utterly ruin Armstrong for more than

1 twenty years, CSI, Scientology, Miscavige and the beneficiaries have themselves created a condition and
2 circumstances wherein it is impossible for Armstrong to not "breach" the terms of the mutual release
3 and the injunction CSI, Scientology, Miscavige and the beneficiaries seek to enforce against him, in
4 order to defend himself against their irreligious, dangerous, destructive, abusive and criminal attacks.
5 CSI, Scientology, Miscavige and the beneficiaries have employed the mutual release to suppress
6 evidence of their criminal and civil wrongdoing in order to avoid liability to Armstrong, to Minton and
7 the LMT, and to other individuals and entities whom CSI, Scientology, Miscavige and the beneficiaries
8 have subjected to their now decades of irreligious, dangerous, destructive, abusive and criminal policies
9 practices and acts, including fair game, Black PR and using the law to harass and ruin utterly.

10 **THIRD AFFIRMATIVE DEFENSE**

11 **(In Pari Delicto)**

12 38. Further answering said complaint, and as a third, separate and affirmative defense thereto,
13 Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in
14 the introduction and paragraphs 1 through 37 and 39 through 79 herein and alleges as follows:

15 Notwithstanding the things alleged of Armstrong, Minton or the LMT in the complaint which are
16 denied in the applicable paragraphs herein, CSI's, Scientology's, Miscavige's and the beneficiaries' and
17 their counsels' conduct in connection with the events giving rise to this action bars any and all of them
18 from recovery with regard to the complaint under the doctrine of pari delicto.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 **(Illegality)**

21 39. Further answering said complaint, and as a fourth, separate and affirmative defense
22 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
23 contained in the introduction and paragraphs 1 through 38 and 40 through 79 herein and alleges as
24 follows:

25 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action as a
26 result of their acts of illegality in connection with matters that give rise to this case. CSI, Scientology,
27 Miscavige and the beneficiaries engaged in and are engaging in a wholesale attempt to suppress
28 evidence and obstruct justice in order to deny redress, due process, and equal protection of the law to
their civil and criminal victims by means of contracts, settlement agreements or mutual releases required

1 of their adversaries in actions in various state and federal courts across the United States, and by means
2 of CSI's, Scientology's, Miscavige's and the beneficiaries' dishonest, abusive, malicious and illegal
3 efforts to judicially enforce such contracts, settlement agreements or mutual releases, as they are doing
4 here against Armstrong, Minton and the LMT. Michael J. Flynn, hereinafter "Flynn," attorney for
5 Armstrong in Armstrong I, the litigation the mutual release at issue herein purported to settle, was
6 attorney of record or coordinating counsel for a number of these victims, fair game targets, claimants or
7 litigants adverse to Scientology. In each of those actions, victims, fair game targets, claimants or
8 litigants adverse to Scientology were coerced and/or tricked into signing secret settlement agreements,
9 the terms of which were substantially similar to those set forth in the mutual release at issue herein.

10 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
11 because the mutual release, in addition to being constructed and intended for an illegal purpose,
12 specifically the suppression of evidence and the obstruction of justice in order to deny redress, due
13 process, and equal protection of the law to CSI's, Scientology's, Miscavige's and the beneficiaries' civil
14 and criminal victims and adversaries in actions in state and federal courts across the United States, and
15 courts around the world, contains terms which on their face are illegal, including, but not limited to, the
16 following paragraphs:

17 7D. Plaintiff agrees never to create or publish or attempt to publish, and/or
18 assist another to create for publication by means of magazine, article, book or other
19 similar form, any writing or to broadcast or to assist another to create, write, film or
20 video tape or audio tape any show, program or movie, or to grant interviews or
21 discuss with others, concerning their experiences with the Church of Scientology,
22 or concerning their personal or indirectly acquired knowledge or information
23 concerning the Church of Scientology, L. Ron Hubbard or any of the organizations,
24 individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he
25 will maintain strict confidentiality and silence with respect to his experiences with
26 the Church of Scientology and any knowledge or information he may have
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1 concerning the Church of Scientology, L. Ron Hubbard, or any of the
2 organizations, individuals and entities listed in Paragraph 1 above. Plaintiff
3 expressly understands that the non-disclosure provisions of this subparagraph shall
4 apply, inter alia, but not be limited, to the contents or substance of his complaint on
5 file in the action referred to in Paragraph 1 hereinabove or any documents as
6 defined in Appendix "A" to this Agreement, including but not limited to any tapes,
7 films, photographs, recastings, variations or copies of any such materials which
8 concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the
9 organizations, individuals, or entities listed in Paragraph 1 above. The attorneys
10 for Plaintiff, subject to the ethical limitations restraining them as promulgated by
11 the state or federal regulatory associations or agencies, agree not to disclose any of
12 the terms and conditions of the settlement negotiations, amount of the settlement,
13 or statements made by either party during settlement conferences. Plaintiff agrees
14 that if the terms of this paragraph are breached by him, that CSI and the other
15 Releasees would be entitled to liquidated damages in the amount of \$50,000 for
16 each such breach. All movies received to induce or in payment for a breach of this
17 Agreement, or any part thereof, shall be held in a constructive trust pending the
18 outcome of any litigation over said breach. The amount of liquidated damages
19 herein is an estimate of the damages that each party would suffer in the event this
20 Agreement is breached. The reasonableness of the amount of such damages, are
21 hereto acknowledged by Plaintiff.

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24 7F. Plaintiff agrees that he will never again seek or obtain spiritual
25 counselling or training or any other service from any Church of Scientology,
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1 Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of
2 Scientology, Scientology organization or Scientology affiliated organization.

3 7G. Plaintiff agrees that he will not voluntarily assist or cooperate with any
4 person adverse to Scientology in any proceeding against any of the Scientology
5 organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also
6 agrees that he will not cooperate in any manner with any organizations aligned
7 against Scientology.
8

9 7H. Plaintiff agrees not to testify or otherwise participate in any other
10 judicial, administrative or legislative proceeding adverse to Scientology or any of
11 the Scientology Churches, individuals or entities listed in Paragraph 1 above unless
12 compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not
13 make himself amenable to service of any such subpoena in a manner which
14 invalidates the intent of this provision. Unless required to do so by such subpoena,
15 Plaintiff agrees not to discuss this litigation or his experiences with and knowledge
16 of the Church with anyone other than members of his immediate family. As
17 provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be
18 disclosed.
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22 7L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall
23 be entitled to retain any artwork created by him which concerns or relates to the
24 religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or
25 entities listed in Paragraph 1 above provided that such artwork never be disclosed
26 either directly or indirectly, to anyone. In the event of a disclosure in breach of this
27 Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive
28 trust provisions of Paragraph 7(D) for each such breach.

1 10. Plaintiff agrees that he will not assist or advise anyone, including
2 individuals, partnerships, associations, corporations, or governmental agencies
3 contemplating any claim or engaged in litigation or involved in or contemplating
4 any activity adverse to the interests of any entity or class of persons listed above in
5 Paragraph 1 of this Agreement.

6 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
7 because, as a condition of settling with Flynn's clients, including Armstrong, CSI, Scientology,
8 Miscavige and the beneficiaries required Flynn to sign secret side agreements for indemnification for
9 resolution of the retrial of Armstrong I were CSI, Scientology, Miscavige and the beneficiaries
10 successful in obtaining reversal of the judgment in Armstrong I on appeal. In said agreements, CSI,
11 Scientology, Miscavige and the beneficiaries promised to limit their collections of damages to
12 \$25,001.00 and to indemnify Flynn for the payment thereof and Flynn, in turn, would indemnify
13 Armstrong for any such judgment. The existence of these secret, side agreements was never disclosed to
14 Armstrong by Flynn or by any of CSI, Scientology, Miscavige or the beneficiaries.

15 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
16 because, as a condition of entering said settlement, they required attorney Flynn to promise never to
17 represent or assist Armstrong in any way, or any other wog in any way, against CSI, Scientology,
18 Miscavige or the beneficiaries, even if CSI, Scientology, Miscavige or any of the beneficiaries attempted
19 to judicially enforce the mutual release. Thereafter, although Flynn has refused to provide any
20 declaration for Armstrong in Armstrong's defenses against CSI's, Scientology's, Miscavige's and the
21 beneficiaries' lawsuits, that is to say, Armstrong II, III, IV and V, all of which were and are intended,
22 through the claimed lawful judicial enforcement of the mutual release, to illegally fair game Armstrong
23 into silence, using the power and authority and the appearance of legality, probity and justice of the
24 California and US courts, to punish Armstrong for speaking the truth about CSI, Scientology, Miscavige
25 and the beneficiaries and about fair game, black PR, use of the law to harass and ruin utterly, and their
26 other illegal and noxious policies, practices and acts, and, through the illegal fair gaming and illegal
27 judicial silencing and punishing of Armstrong, and to rewrite CSI's, Scientology's, Miscavige's and the
28 beneficiaries' antisocial and criminal history, which Armstrong knows and speak about, Flynn has been

1 willing, after the December 1986 settlement, to provide a declaration to CSI, Scientology, Miscavige
2 and the beneficiaries in Armstrong I, against Armstrong's wishes, to assist CSI, Scientology, Miscavige
3 and the beneficiaries to achieve their illicit goals against their victims and fair game targets.

4 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
5 because, before they compromised Flynn and illegally required of him as a condition of settlement of the
6 litigations in which he represented several of CSI's, Scientology's, Miscavige's and the beneficiaries'
7 victims or fair game targets, that he never represent or assist any person, including Armstrong, in any
8 way against CSI, Scientology, Miscavige and the beneficiaries, even if CSI, Scientology, Miscavige or
9 any of the beneficiaries attempted to judicially enforce the mutual release, CSI, Scientology, Miscavige
10 and the beneficiaries subjected Flynn to seven years of their illegal and noxious policies, practices and
11 acts, including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly,
12 specifically, including, but not limited to, suing Flynn or his office or associates some fifteen times;
13 filing false bar complaints against him; procuring and filing perjurious sworn statements about him in
14 many litigations; infiltrating his office; tapping his phones; stealing his documents; threatening him and
15 his family; disseminating hundreds or thousands of black PR publications about him; framing him with
16 the forgery of a \$2,000,000 check; attempting to have him prosecuted on false criminal charges; and
17 according to Flynn, even trying to assassinate him.

18 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
19 because before they compromised Flynn, as described in the preceding paragraph, and before they
20 coerced and tricked Armstrong into signing their mutual release in December 1986, CSI, Scientology,
21 Miscavige and the beneficiaries subjected Armstrong to five years of their illegal and noxious policies,
22 practices and acts, including, but not limited to, fair game, black PR and using the law to harass and ruin
23 utterly, specifically, including, but not limited to, hiring individuals who followed and spied on
24 Armstrong and his wife, created disturbances and upset his neighbors and fellow workers, assaulted him,
25 struck him bodily with a car, attempted to involve him in a freeway accident, and threatened to
26 assassinate him by putting a bullet between his eyes; attempting to entrap him in the commission of a
27 crime; illegally videotaping him; filing false criminal charges against him with the Los Angeles District
28 Attorney; filing false criminal charges against him with the Boston office of the FBI; filing false

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1 declarations to bring contempt of court proceedings against him on multiple occasions; obtaining
2 perjured affidavits from English private investigators who had harassed him in London, England in
3 1984, accusing him of distributing "sealed" documents; disseminating internationally Scientology black
4 PR publications, including to media, government agencies and officials and law enforcement
5 departments and officials, falsely accusing Armstrong of, inter alia, crimes, including crimes against
6 humanity; culling and disseminating information from his supposedly confidential auditing or
7 psychotherapy file; and breaking into his car and stealing an original manuscript, artwork and other
8 valuable documents.

9 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
10 because, beginning immediately after they coerced and tricked Armstrong into signing their mutual
11 release in December 1986, and for more than fifteen years right up to present time, they have continued
12 to subject him to their illegal and noxious policies, practices and acts, including, but not limited to, fair
13 game, black PR, and using the law to harass and ruin utterly, specifically, including, but not limited to,
14 threatening Armstrong with prosecution if he responded to third parties' legal subpoenas; hiring other
15 individuals who followed, spied on and videotaped Armstrong, created disturbances and upset his
16 neighbors and friends; publishing thousand of black PR attacks on Armstrong and disseminating them
17 internationally including to media, government agencies and officials and law enforcement departments
18 and officials, falsely claiming that, among other lies, Armstrong was connected to kidnappers, that he is
19 incompetent, that he wanted to organize a coup against CSI, Scientology, Miscavige and the
20 beneficiaries, that he has adopted a degraded life-style, that he stole millions of dollars of materials, that
21 he is a pathological liar, that he posed nude for a newspaper, and on and on and on; threatening and
22 terrifying Armstrong's friends and associates; procuring and filing false sworn statements about
23 Armstrong in many litigations; suing Armstrong five times on bogus or illegal bases; forcing Armstrong
24 into bankruptcy because of CSI's, Scientology's, Miscavige's and the beneficiaries' own illegal actions;
25 having their personnel assault Armstrong during peaceful pickets; running multiple covert intelligence
26 operations against Armstrong which continue to this day; attempting to have Armstrong prosecuted
27 criminally on false charges and because of CSI's, Scientology's, Miscavige's and the beneficiaries' own
28 illegal actions; corrupting this Court to get it to act illegally in abetting CSI's, Scientology's,

1 Miscavige's and the beneficiaries' fair gaming of Armstrong by illicitly giving its power and authority
2 to CSI, Scientology, Miscavige and the beneficiaries to harass and utterly ruin him, including by this
3 Court's issuance of its illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy,
4 anti-American, anti-religion, diabolical and insane injunction, its contempt orders, and its arrest warrants
5 against Armstrong; driving Armstrong from his job by CSI's, Scientology's, Miscavige's and the
6 beneficiaries' illegal and threatening activities, illegally abetted by this Court; driving Armstrong from
7 California by CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and threatening activities,
8 illegally abetted by this Court; driving Armstrong from Nevada by CSI's, Scientology's, Miscavige's
9 and the beneficiaries' illegal and threatening activities, illegally abetted by this Court; and driving
10 Armstrong and his fiancée from British Columbia to Europe by CSI's, Scientology's, Miscavige's and
11 the beneficiaries' illegal and threatening activities, illegally abetted by this Court.

12 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
13 because they subjected Minton and the LMT to their illegal and noxious policies, practices and acts,
14 including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly,
15 specifically, including, but not limited to, threatening Minton with prosecution, pursuant to the illegal,
16 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
17 diabolical and insane terms of CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release,
18 and this Court's equally illegal, unconstitutional, greatly stupid, impossible to perform, anti-public
19 policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable injunction, if Minton
20 acted "in concert" with Armstrong in any way; assaulting Minton on multiple occasions; trespassing on
21 his property; spying on him and his friends, disturbing and upsetting them; threatening his family; filing
22 false criminal charges against him; and mounting a massive global Black PR campaign against Minton
23 and the LMT, including to media, government agencies and officials and law enforcement departments
24 and officials, falsely claiming that, among other lies, Minton is a criminal, Minton is responsible for
25 thousands of deaths, Minton stole billions of dollars, Minton is insane, Minton wants to destroy a
26 religion, the LMT was a hate group, the LMT wanted to destroy a religion, the LMT's staff were
27 criminals, and on and on.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Fraud and Deceit)**

3 40. Further answering said complaint, and as a fifth, separate and affirmative defense thereto,
4 Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in
5 the introduction and paragraphs 1 through 39 and 41 through 79 herein and alleges as follows:

6 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
7 Armstrong, Minton and the LMT, and each of them, because of CSI's, Scientology's, Miscavige's and
8 the beneficiaries' fraud and deceit in representing to Armstrong for the purpose of obtaining his
9 signature on their mutual release, that by their mutual release CSI, Scientology, Miscavige and the
10 beneficiaries sought to end litigation with Armstrong and the other Flynn clients and others with whom
11 they were settling; that by their mutual release CSI, Scientology, Miscavige and the beneficiaries sought
12 peace; that by the settlement CSI, Scientology, Miscavige and the beneficiaries wanted the opportunity
13 to reform and discontinue their illegal and noxious policies, practices and acts, including, but not limited
14 to, fair game, black PR, and using the law to harass and ruin utterly; that their mutual release with
15 Armstrong was mutual; that the false affidavit that CSI, Scientology, Miscavige and the beneficiaries
16 required Armstrong to sign as a condition of the settlement would be disclosed or used only if
17 Armstrong attacked them; that CSI, Scientology, Miscavige and the beneficiaries would leave
18 Armstrong alone and never again subject him to their illegal and noxious policies, practices and acts,
19 including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly, to which
20 they had been subjecting him prior to the December 1986 settlement; and, that CSI, Scientology,
21 Miscavige and the beneficiaries, and none of them, were going to ever again engage in any way in any
22 of their illegal and noxious policies, practices and acts, including, but not limited to, fair game, black
23 PR, and using the law to harass and ruin utterly, in which they had been engaging, and attacking
24 Armstrong, his friends, associates, attorneys and other wog victims and targets prior to the December
25 1986 settlement. CSI, Scientology, Miscavige and the beneficiaries made the foregoing representations
26 to Armstrong and to others with knowledge of the falsity thereof at the time said representations were
27 made and with the intent to deceive Armstrong, and others, who actually and justifiably relied on those
28 material misrepresentations to his, and others', injury by signing the mutual release. In fact, CSI,

1 Scientology, Miscavige and the beneficiaries did not intend to end litigation with Armstrong; did not
2 seek peace; did not want the opportunity to reform and discontinue their illegal and noxious policies,
3 practices and acts, including, but not limited to, fair game, black PR, and using the law to harass and
4 ruin utterly; did not consider that their mutual release with Armstrong was mutual; did not intend to not
5 disclose and not use the false affidavit that CSI, Scientology, Miscavige and the beneficiaries required
6 Armstrong to sign as a condition of the settlement unless Armstrong attacked them first; did not intend
7 to leave Armstrong alone and never again subject him to CSI's, Scientology's, Miscavige's and the
8 beneficiaries' illegal and noxious policies, practices and acts, including, but not limited to, fair game,
9 black PR, and using the law to harass and ruin utterly, to which they had been subjecting Armstrong
10 prior to the December 1986 settlement; and, did not intend to never again engage in any way in any of
11 CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
12 including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly, in which
13 they had been engaging, and attacking Armstrong, his friends, associates, attorneys and other wog
14 victims and targets prior to the December 1986 settlement. Rather, CSI, Scientology, Miscavige and the
15 beneficiaries intended to use the mutual release as a tool for the implementation of their illegal and
16 noxious policies and practices, including, but not limited to, fair game, black PR, and using the law to
17 harass and ruin utterly; to engineer a reversal of the judgment in Armstrong I; to collusively resolve any
18 retrial of Armstrong I; to obtain possession of the so-called MCCA tapes which were evidence of CSI,
19 Scientology, Miscavige and the beneficiaries employing attorneys for the purpose of committing future
20 crimes and frauds; to use the false declaration in other litigation without regard to Armstrong's conduct;
21 to suppress evidence of facts that discredited CSI, Scientology, Miscavige and the beneficiaries; to
22 obstruct justice and deny redress, due process, and equal protection of the law to their civil and criminal
23 victims; to continue to wage war on Armstrong and CSI's, Scientology's, Miscavige's and the
24 beneficiaries' other wog targets; and, ultimately, through the claimed lawful judicial enforcement of the
25 mutual release, to illegally fair game Armstrong into silence, and all those who might in any way
26 support him, using the power and authority and the appearance of legality, probity and justice of the US
27 and California courts, including this Court, to punish Armstrong, and all those who might in any way
28 support him, for his speaking the truth about CSI, Scientology, Miscavige and the beneficiaries and

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1 about fair game, black PR, use of the law to harass and ruin utterly, and their other illegal and noxious
2 policies and practices, and, through the illegal fair gaming and illegal judicial silencing and punishing of
3 Armstrong, and all those who might in any way support him, to rewrite CSI's, Scientology's,
4 Miscavige's and the beneficiaries' antisocial and criminal history, which Armstrong knows and speak
5 about.

6 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
7 because Flynn acted as their agent in defrauding and deceiving Armstrong at the time of the December
8 1986 settlement in order to get Armstrong's signature on the mutual release so that CSI, Scientology,
9 Miscavige and any of the beneficiaries could thereafter subject Armstrong to their illegal and noxious
10 policies, practices and acts, including, but not limited to, fair game, black PR, and using the law to
11 harass and ruin utterly, and, through CSI's, Scientology's, Miscavige's and the beneficiaries' claimed
12 lawful judicial enforcement of the mutual release, illegally fair game Armstrong into silence, and all
13 those who might in any way support him, using the power and authority and the appearance of legality,
14 probity and justice of the US and California courts, including this Court, punish Armstrong, and all
15 those who might in any way support him, for his speaking the truth about CSI, Scientology, Miscavige
16 and the beneficiaries and about fair game, black PR, use of the law to harass and ruin utterly, and their
17 other illegal and noxious policies, practices and acts, and, through the illegal fair gaming and illegal
18 judicial silencing and punishing of Armstrong, and all those who might in any way support him, rewrite
19 CSI's, Scientology's, Miscavige's and the beneficiaries' antisocial and criminal history, which
20 Armstrong knew and spoke about and knows and speaks about. Flynn, as an agent of CSI, Scientology,
21 Miscavige and the beneficiaries, and while representing himself to Armstrong to be Armstrong's
22 attorney, stated to Armstrong, for the purpose of deceiving Armstrong into signing the mutual release,
23 that the terms of the mutual release, which CSI, Scientology, Miscavige and the beneficiaries are
24 claiming are lawful and judicially enforceable, which by their complaint they are seeking to judicially
25 enforce, which this Court has previously enforced, and which this Court has previously punished
26 Armstrong for breaching by assessment of hundreds of thousands of dollars in liquidated damages, by
27 fines and by imprisonment, were "not worth the paper they're printed on," and "unenforceable." Flynn,
28 as an agent of CSI, Scientology, Miscavige and the beneficiaries, and while representing himself to

1 Armstrong to be Armstrong's attorney, also stated to and advised Armstrong, for the purpose of
2 deceiving Armstrong into signing the mutual release, which on its face stripped Armstrong of his
3 Constitutional rights, that "you can't sign away your Constitutional rights." Flynn made this statement
4 to Armstrong knowing it was untrue, for the purpose of getting Armstrong to sign the mutual release so
5 that CSI, Scientology, Miscavige or any of the beneficiaries could thereafter subject Armstrong to their
6 illegal and noxious policies, practices and acts, including, but not limited to, fair game, black PR, and
7 using the law to harass and ruin utterly, and, through CSI's, Scientology's, Miscavige's and the
8 beneficiaries' claimed lawful judicial enforcement of the mutual release, illegally fair game Armstrong
9 into silence, and all those who might in any way support him, using the power and authority and the
10 appearance of legality, probity and justice of the US and California courts, including this Court, punish
11 Armstrong, and all those who might in any way support him, for his speaking the truth about CSI,
12 Scientology, Miscavige and the beneficiaries and about fair game, black PR, use of the law to harass and
13 ruin utterly, and their other illegal and noxious policies, practices and acts, and, through the illegal fair
14 gaming and illegal judicial silencing and punishing of Armstrong, and all those who might in any way
15 support him, rewrite CSI's, Scientology's, Miscavige's and the beneficiaries' antisocial and criminal
16 history, which Armstrong knew and spoke about and knows and speaks about. As a further deception,
17 to obtain Armstrong's signature on CSI's, Scientology's, Miscavige's and the beneficiaries' mutual
18 release, Flynn stated to Armstrong that, in the event that, after Armstrong signed the mutual release,
19 CSI, Scientology, Miscavige or the beneficiaries subjected Armstrong to their illegal and noxious
20 policies, practices and acts, including, but not limited to, fair game, black PR, and using the law to
21 harass and ruin utterly, or to any lawsuit or action to judicially enforce the terms of the mutual release
22 which Flynn represented to Armstrong were "not worth the paper they're printed on," and
23 "unenforceable," which CSI, Scientology, Miscavige and the beneficiaries are now seeking to judicially
24 enforce here with their complaint, and which this Court has already illegally enforced, he, Flynn, "will
25 be there for you." Flynn made the statement that he would be there for Armstrong knowing the
26 statement was untrue since Flynn had already entered into an illegal agreement or contract with CSI,
27 Scientology, Miscavige and the beneficiaries to never thereafter represent or assist Armstrong in any
28 way, or any other person in any way, against CSI, Scientology, Miscavige or the beneficiaries, even if

1 CSI, Scientology, Miscavige or any of the beneficiaries attempted to judicially enforce the mutual
2 release. Flynn made the statement that he would be there for Armstrong knowing the statement was
3 untrue for the purpose of deceiving Armstrong into signing the mutual release so that CSI, Scientology,
4 Miscavige or any of the beneficiaries could thereafter subject Armstrong to their illegal and noxious
5 policies, practices and acts, including, but not limited to, fair game, black PR, and using the law to
6 harass and ruin utterly, and, through CSI's, Scientology's, Miscavige's and the beneficiaries' claimed
7 lawful judicial enforcement of the mutual release, illegally fair game Armstrong into silence, and all
8 those who might in any way support him, using the power and authority and the appearance of legality,
9 probity and justice of the US and California courts, including this Court, punish Armstrong, and all
10 those who might in any way support him, for his speaking the truth about CSI, Scientology, Miscavige
11 and the beneficiaries and about fair game, black PR, use of the law to harass and ruin utterly, and their
12 other illegal and noxious policies, practices and acts, and, through the illegal fair gaming and illegal
13 judicial silencing and punishing of Armstrong, and all those who might in any way support him, rewrite
14 CSI's, Scientology's, Miscavige's and the beneficiaries' antisocial and criminal history, which
15 Armstrong knew and spoke about and knows and speaks about. Armstrong relied on the truth of the
16 statements and representations of Flynn that the terms of the mutual release, which CSI, Scientology,
17 Miscavige and the beneficiaries by their complaint here are seeking to judicially enforce against
18 Armstrong, Minton, the LMT, Does 1 through 50, and anyone else in the world who "acts in concert" in
19 any way with Armstrong, are not worth the paper they're printed on and unenforceable; that Armstrong
20 couldn't, by signing CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release, sign away
21 his Constitutional rights; and, that, in the event that, after Armstrong signed the mutual release, CSI,
22 Scientology, Miscavige and the beneficiaries subjected Armstrong to their illegal and noxious policies,
23 practices and acts, including, but not limited to, fair game, black PR, and using the law to harass and
24 ruin utterly, or to any lawsuit or action to judicially enforce the terms of the mutual release that CSI,
25 Scientology, Miscavige and the beneficiaries are now seeking to judicially enforce here with their
26 complaint, Flynn would be there for Armstrong, in Armstrong's signing of the mutual release.

27 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
28 because they are continuing to perpetrate the fraud and deceit that the terms of the mutual release which

1 CSI, Scientology, Miscavige and the beneficiaries by their complaint here are seeking to judicially
2 enforce against Armstrong, Minton, the LMT, Does 1 through 50, and anyone else in the world who
3 "acts in concert" in any way with Armstrong, are lawful and legally judicially enforceable, and that
4 Armstrong agreed to those terms when he signed CSI's, Scientology's, Miscavige's and the
5 beneficiaries' mutual release. The terms of their mutual release that CSI, Scientology, Miscavige and
6 the beneficiaries by their complaint here are seeking to judicially enforce against Armstrong, Minton,
7 the LMT, Does 1 through 50, and anyone else in the world who "acts in concert" in any way with
8 Armstrong, are in fact and in truth illegal, unconstitutional, greatly stupid, impossible to perform, anti-
9 public policy, anti-American, anti-religion, diabolical, insane and clearly unenforceable, and Armstrong
10 never agreed to those terms when he signed the mutual release, since said terms are in fact and in truth
11 illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-
12 religion, diabolical, insane and clearly unenforceable. Indeed, CSI, Scientology, Miscavige and the
13 beneficiaries have for years perpetrated upon this Court their fraud and deceit that the terms of the
14 mutual release, which CSI, Scientology, Miscavige and the beneficiaries by their complaint here are
15 seeking to judicially enforce against Armstrong, Minton, the LMT, Does 1 through 50, and anyone else
16 in the world who "acts in concert" in any way with Armstrong, are lawful and legally judicially
17 enforceable, and that Armstrong agreed to those terms when he signed the mutual release. This Court
18 relied upon the truth of CSI's, Scientology's, Miscavige's and the beneficiaries' fraudulent and deceitful
19 representations that the terms of the mutual release, which CSI, Scientology, Miscavige and the
20 beneficiaries by their complaint here are seeking to judicially enforce against Armstrong, Minton, the
21 LMT, Does 1 through 50, and anyone else in the world who "acts in concert" in any way with
22 Armstrong, are lawful and legally judicially enforceable, and that Armstrong agreed to those terms when
23 he signed the mutual release, when this Court on multiple occasions and now for more than seven years,
24 illegally abetted CSI's, Scientology's, Miscavige's and the beneficiaries' fair gaming of Armstrong by
25 illicitly giving its power and authority to CSI, Scientology, Miscavige and the beneficiaries to harass and
26 utterly ruin Armstrong, including by this Court's assessment of hundreds of thousands of dollars in
27 liquidated damages against him, by this Court's illegal and unjust denial of a fair trial, or any trial, to
28 Armstrong, by this Court's issuance of its injunction against him which is itself illegal, unconstitutional,

1 greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion, diabolical and
2 insane, by this Court's illegal enforcement of its injunction against him by fines and imprisonment, and
3 by this Court's illegal issuance of warrants for his arrest. This Court is itself promulgating CSI's,
4 Scientology's, Miscavige's and the beneficiaries' fraud and deceit when it has declared and declares that
5 that the terms of the mutual release which CSI, Scientology, Miscavige and the beneficiaries by their
6 complaint here are seeking to judicially enforce against Armstrong, Minton, the LMT, Does 1 through
7 50, and anyone else in the world who "acts in concert" in any way with Armstrong, are lawful and
8 legally judicially enforceable, and that Armstrong agreed to those terms when he signed the mutual
9 release. This Court's promulgating of CSI's, Scientology's, Miscavige's and the beneficiaries' fraud
10 and deceit is knowing and willful because this Court's record in this case contains rulings and statements
11 by other California Superior Court Judges denouncing the terms of the mutual release that CSI,
12 Scientology, Miscavige and the beneficiaries by their complaint here are seeking to judicially enforce,
13 and refusing to enforce them; because Armstrong and his attorney Ford Greene have stated and
14 demonstrated to this Court, supported by ample evidence and law, that the terms of the mutual release
15 that CSI, Scientology, Miscavige and the beneficiaries by their complaint here are seeking to judicially
16 enforce are illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
17 American, anti-religion, diabolical, insane and clearly unenforceable; and because simple human logic
18 and the smallest sense of decency would lead to the inevitable conclusion that said terms are illegal,
19 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
20 diabolical and insane.

21 SIXTH AFFIRMATIVE DEFENSE

22 (Duress and Undue Influence)

23 41. Further answering said complaint, and as a sixth, separate and affirmative defense
24 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
25 contained in the introduction and paragraphs 1 through 40 and 42 through 79 herein and alleges as
26 follows:

27 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
28 Armstrong, Minton and the LMT, and each of them, because, for years prior to the December 1986

1 settlement, CSI, Scientology, Miscavige and the beneficiaries had subjected Flynn, Armstrong and
2 Flynn's many other clients who were also victims or targets of CSI, Scientology, Miscavige and the
3 beneficiaries, to CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies,
4 practices and acts, including, but not limited to, fair game, black PR, and using the law to harass and
5 ruin utterly, and if Armstrong did not sign the mutual release he, Flynn and Flynn's several other clients
6 who were also victims or targets of CSI, Scientology, Miscavige and the beneficiaries, would be the
7 victims or targets of CSI's, Scientology's, Miscavige's and the beneficiaries' continuing, additional,
8 renewed and new attacks pursuant to their illegal and noxious policies, practices and acts, including, but
9 not limited to, fair game, black PR, and using the law to harass and ruin utterly.

10 Further, in early December 1986, Flynn, acting as an agent for CSI, Scientology, Miscavige and
11 the beneficiaries, positioned Armstrong as a deal breaker, by, among other things, stating that the desires
12 of Flynn and his attorney associates or co-counsels to settle in litigations against CSI, Scientology,
13 Miscavige and the beneficiaries would be ruined unless Armstrong agreed to sign CSI's, Scientology's,
14 Miscavige's and the beneficiaries' mutual release, and led Armstrong to believe that if Armstrong did
15 not sign the agreement, his attorneys would not cooperate in such event by acting as zealous advocates
16 on the trial of his cross-complaint against Scientology set to commence shortly thereafter in Armstrong
17 I. Flynn stated moreover to Armstrong prior to Armstrong's signing the mutual release, and for the
18 purpose of coercing Armstrong to sign the mutual release, that CSI, Scientology, Miscavige and the
19 beneficiaries, through their illegal and noxious policies, practices and acts, including, but not limited to,
20 fair game, black PR, and using the law to harass and ruin utterly, had destroyed Flynn's marriage,
21 destroyed his life, threatened his law practice, threatened his children, and that he, Flynn, just had to get
22 out so as to no longer be a target of CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and
23 noxious policies, practices and acts, including, but not limited to, fair game, black PR, and using the law
24 to harass and ruin utterly. Flynn, by his statements, led Armstrong to believe that if Armstrong did not
25 sign CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release, Armstrong would be the
26 cause of CSI, Scientology, Miscavige and the beneficiaries carrying out continuing, additional, renewed
27 and new attacks on Flynn, his family, his attorney associates and his law practice pursuant to CSI's,
28

1 Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies and practices, including,
2 but not limited to, fair game, black PR, and using the law to harass and ruin utterly.

3 SEVENTH AFFIRMATIVE DEFENSE

4 (Estoppel)

5 42. Further answering said complaint, and as a seventh, separate and affirmative defense
6 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
7 contained in the introduction and paragraphs 1 through 41 and 43 through 79 herein and alleges as
8 follows:

9 CSI, Scientology, Miscavige and the beneficiaries are equitably estopped from asserting each
10 and all of the purported causes of action in their complaint by reason of CSI's, Scientology's,
11 Miscavige's and the beneficiaries' own acts, omissions, and conduct, including, but not limited to, the
12 facts that CSI, Scientology, Miscavige and the beneficiaries subjected and continue to subject
13 Armstrong, Minton and the LMT, and other wogs, to CSI's, Scientology's, Miscavige's and the
14 beneficiaries' irreligious, dangerous, destructive, abusive and criminal policies, practices and acts,
15 including fair game, Black PR and using the law to harass and ruin utterly; that CSI, Scientology,
16 Miscavige and the beneficiaries violated the terms of the mutual release which CSI, Scientology,
17 Miscavige and the beneficiaries by their complaint here are seeking to judicially enforce, by, among
18 other things, providing information from Armstrong I to various persons and in various litigations,
19 before Armstrong ever responded publicly, including, but not limited to, The London Sunday Times,
20 The Los Angeles Times, the litigation of Bent Corydon v. Scientology, the litigation of Scientology v.
21 Russell Miller and Penguin Books Limited in London, England, wherein CSI, Scientology, Miscavige
22 and the beneficiaries filed multiple affidavits attacking and black PRing Armstrong, and Church of
23 Spiritual Technology v. US, wherein CSI, Scientology, Miscavige and the beneficiaries black PRed
24 Armstrong and filed the false affidavit that CSI, Scientology, Miscavige and the beneficiaries required
25 Armstrong to sign as a condition of the settlement; and that CSI, Scientology, Miscavige and the
26 beneficiaries discussed, published, attacked and black PRed, and continue to discuss, publish, attack and
27 black PR Armstrong's experiences with and knowledge about CSI, Scientology, Miscavige and the
28 beneficiaries, the very experiences with and knowledge about CSI, Scientology, Miscavige and the

1 beneficiaries which CSI, Scientology, Miscavige and the beneficiaries seek by their complaint here to
2 prevent Armstrong from mentioning, and to punish him for mentioning in any way whatsoever.

3 As yet a further basis for barring plaintiff on the ground of estoppel, Armstrong requested on
4 multiple occasions during the litigation of Armstrong II, III, IV and V that CSI, Scientology, Miscavige
5 release Flynn and Armstrong's other former attorneys from the agreements or contracts they signed
6 never to represent or assist Armstrong again against CSI, Scientology, Miscavige and the beneficiaries,
7 and CSI, Scientology, Miscavige and the beneficiaries have refused to do so.

8 EIGHTH AFFIRMATIVE DEFENSE

9 (Waiver)

10 43. Further answering said complaint, and as a eighth, separate and affirmative defense
11 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
12 contained in the introduction and paragraphs 1 through 42 and 44 through 79 herein and alleges as
13 follows:

14 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
15 Armstrong, Minton and the LMT, and each of them, by reason of CSI's, Scientology's, Miscavige's and
16 the beneficiaries' own acts, omissions and conduct. By subjecting Armstrong, after their settlement with
17 him, to their irreligious, dangerous, destructive, abusive and criminal policies, practices and acts, such as
18 fair game, black PR and using the law to harass and ruin utterly, and by discussing, publishing, attacking
19 and black PRing Armstrong's experiences with and knowledge about CSI, Scientology, Miscavige and
20 the beneficiaries, CSI, Scientology, Miscavige and the beneficiaries have acted to waive any right
21 whatsoever they have or ever had to enforce the terms of the mutual release CSI, Scientology, Miscavige
22 and the beneficiaries are by their complaint here seeking to judicially enforce, against Armstrong,
23 Minton, or the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in concert with
24 Armstrong, or not acting in concert with Armstrong.

25 NINTH AFFIRMATIVE DEFENSE

26 (Mistake Of Law)

27 44. Further answering said complaint, and as a ninth, separate and affirmative defense
28 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation

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1 contained in the introduction and paragraphs 1 through 43 and 45 through 79 herein and alleges as
2 follows:

3 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
4 Armstrong, Minton and the LMT, and each of them, because Armstrong's former attorney Michael
5 Flynn advised Armstrong that the terms of the mutual release that CSI, Scientology, Miscavige and the
6 beneficiaries by their complaint here are seeking to judicially enforce were not in any way enforceable,
7 that said terms are not worth the paper they're printed on, and that Armstrong could not sign away his
8 Constitutional rights. Armstrong relied on such representations, but for which he would not have signed
9 said mutual release.

10 **TENTH AFFIRMATIVE DEFENSE**

11 **(Mistake Of Fact)**

12 45. Further answering said complaint, and as a tenth, separate and affirmative defense
13 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
14 contained in the introduction and paragraphs 1 through 44 and 46 through 79 herein and alleges as
15 follows:

16 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
17 Armstrong, Minton and the LMT, and each of them, because Flynn advised Armstrong that the terms of
18 the mutual release that CSI, Scientology, Miscavige and the beneficiaries by their complaint here are
19 seeking to judicially enforce were not in any way enforceable, that said terms are not worth the paper
20 they're printed on, and that Armstrong could not sign away his Constitutional rights. Armstrong relied
21 on such representations, but for which he would not have signed said mutual release.

22 **ELEVENTH AFFIRMATIVE DEFENSE**

23 **(Conflict of Interest)**

24 46. Further answering said complaint, and as an eleventh, separate and affirmative defense
25 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
26 contained in the introduction and paragraphs 1 through 45 and 47 through 79 herein and alleges as
27 follows:
28

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1 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
2 Armstrong, Minton and the LMT, and each of them, because Flynn, in conjunction with settling
3 Armstrong's case against Scientology-related entities, also settled numerous other cases, including cases
4 of his own against Scientology-related defendants without procuring outside counsel for Armstrong.
5 Flynn acted as an agent of CSI, Scientology, Miscavige and the beneficiaries in contravention of Flynn's
6 ethical and legal obligations to Armstrong in tricking, defrauding, deceiving, pressuring and coercing
7 Armstrong into signing CSI's, Scientology's, Miscavige's and the beneficiaries' mutual release so that
8 CSI, Scientology, Miscavige or any of the beneficiaries could thereafter subject Armstrong to their
9 illegal and noxious policies, practices and acts, including, but not limited to, fair game, black PR, and
10 using the law to harass and ruin utterly, and, through CSI's, Scientology's, Miscavige's and the
11 beneficiaries' claimed lawful judicial enforcement of the mutual release, illegally fair game Armstrong
12 into silence, and all those who might in any way support him, using the power and authority and the
13 appearance of legality, probity and justice of the US and California courts, including this Court, punish
14 Armstrong, and all those who might in any way support him, for Armstrong's speaking the truth about
15 CSI, Scientology, Miscavige and the beneficiaries and about fair game, black PR, use of the law to
16 harass and ruin utterly, and their other illegal and noxious policies, practices and acts, and, through the
17 illegal fair gaming and illegal judicial silencing and punishing of Armstrong, and all those who might in
18 any way support him, rewrite CSI's, Scientology's, Miscavige's and the beneficiaries' antisocial and
19 criminal history, which Armstrong knew and spoke about and knows and speaks about.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 **(Laches)**

22 47. Further answering said complaint, and as an twelfth, separate and affirmative defense
23 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
24 contained in the introduction and paragraphs 1 through 46 and 48 through 79 herein and alleges as
25 follows:

26 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
27 Armstrong, Minton and the LMT, and each of them, on the grounds of laches.

28 **THIRTEENTH AFFIRMATIVE DEFENSE**

(Impossibility)

48. Further answering said complaint, and as an thirteenth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 47 and 49 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against Armstrong, Minton and the LMT, and each of them, on the grounds of impossibility.

What CSI, Scientology, Miscavige and the beneficiaries seek here to compel Armstrong to do and punish him for not doing by judicial enforcement of their mutual release, and what this Court has already punished Armstrong for not doing with assessments of hundreds of thousands of dollars in liquidated damages, with contempt orders, with imprisonment orders, and with warrants for his arrest, specifically, not communicating one word about CSI, Scientology, Miscavige or the beneficiaries, or about their attributes, policies, practices or actions that are irreligious, dangerous, destructive, abusive or criminal, or religious, safe, constructive, compassionate or lawful, or about CSI's, Scientology's, Miscavige's and the beneficiaries' victimizing, fair gaming, black PRing or targeting of persons such as Armstrong, or about CSI's, Scientology's, Miscavige's and the beneficiaries' efforts to rewrite their antisocial and criminal history, or about anything else of any nature whatsoever relating in any way to CSI, Scientology, Miscavige or the beneficiaries, and not assisting or advising anyone, including individuals, partnerships, associations, corporations, or governmental agencies involved in or contemplating any activity adverse to the interests of CSI, Scientology, Miscavige or the beneficiaries, is a physical impossibility because it is contrary to the course of nature; it is a practical impossibility because it can only be done at an unreasonable and excessive cost, to wit, Armstrong's death; it is a subjective impossibility because, as Armstrong has demonstrated for over twenty years in hundreds of thousands of communications, and despite unceasing fair game attacks, despite multiple lawsuits including this one, despite a mountain of black PR, and despite a never ending threat to his life, his psychological makeup will not permit it; it is an objective impossibility because CSI, Scientology, Miscavige and the beneficiaries by making Armstrong their target and victim have forced him to do what they insist he not do, as demonstrated even by this answer to CSI's, Scientology's, Miscavige's

1 and the beneficiaries' complaint; and it is a Divine Impossibility because the people that CSI,
2 Scientology, Miscavige and the beneficiaries seek with their complaint to prevent Armstrong from
3 advising or assisting, and which this Court would punish him for advising or assisting, are each and
4 every one the more than six billion wogs in the world, every child of God in the universe.

5 **FOURTEENTH AFFIRMATIVE DEFENSE**

6 **(Frustration of Contractual Purpose)**

7 49. Further answering said complaint, and as an fourteenth, separate and affirmative
8 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
9 allegation contained in the introduction and paragraphs 1 through 48 and 50 through 79 herein and
10 alleges as follows:

11 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
12 Armstrong, Minton and the LMT, and each of them, on the grounds of frustrating defendants', and each
13 of their, ability to perform the terms of the settlement agreement.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 **(Unfair and Unreasonable Contract)**

16 50. Further answering said complaint, and as an fifteenth, separate and affirmative defense
17 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
18 contained in the introduction and paragraphs 1 through 49 and 51 through 79 herein and alleges as
19 follows:

20 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
21 Armstrong, Minton and the LMT, and each of them, on the grounds that the terms of the mutual release
22 that CSI, Scientology, Miscavige and the beneficiaries are by their complaint here seeking to enforce, in
23 addition to being illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
24 American, anti-religion, diabolical, insane and clearly unenforceable, are unfair and unreasonable as to
25 defendant Armstrong, and consequently unfair and unreasonable as to Minton, the LMT, Does 1 through
26 50, or anyone, wog or Scientologist, acting in concert with Armstrong, or not acting in concert with
27 Armstrong.

28 **SIXTEENTH AFFIRMATIVE DEFENSE**

(Lack of Mutuality)

51. Further answering said complaint, and as an sixteenth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 50 and 52 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against Armstrong, Minton and the LMT, and each of them, on the grounds that the mutual release, as interpreted by CSI, Scientology, Miscavige and the beneficiaries, and as they are attempting to enforce it here by their complaint, lacks in reciprocity and mutuality.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Ambiguity)

52. Further answering said complaint, and as an seventeenth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 51 and 53 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against Armstrong, Minton and the LMT, and each of them, on the grounds that the mutual release at issue herein is ambiguous and incapable of enforcement.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Lack of Adequate Consideration)

53. Further answering said complaint, and as an eighteenth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 52 and 54 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against Armstrong, Minton and the LMT, and each of them, on the grounds that the mutual release, and specifically the terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries by their complaint here are seeking to judicially enforce against Armstrong, Minton, the LMT, Does 1

1 through 50, and anyone else in the world who "acts in concert" in any way with Armstrong, are not
2 supported by adequate consideration. Armstrong has in the past publicly stated that he would only
3 contract away the rights CSI, Scientology, Miscavige and the beneficiaries claim they contracted away
4 from Armstrong, except for the right to communicate in any way, manner or medium about CSI's,
5 Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
6 including, but not limited to, including fair game, black PR, and use of the law to harass and ruin utterly,
7 for fifteen trillion dollars (U.S.\$15,000,000,000,000). Armstrong's figure in present time, and for this
8 universe and this universe alone, is four quadrillion dollars (U.S.\$4,000,000,000,000,000). Armstrong
9 has never contracted away and will never contract away his right to communicate in any way, manner or
10 medium about CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies,
11 practices and acts, including, but not limited to, fair game, black PR, use of the law to harass and ruin
12 utterly, because such a contract is illegal, being a contract of blackmail. Armstrong has steadfastly
13 refused to participate in CSI's, Scientology's, Miscavige's and the beneficiaries' illegal blackmail
14 scheme, even when this Court abetted said illegal blackmail scheme by prohibiting Armstrong from
15 communicating about CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious
16 policies, practices and acts, including, but not limited to, fair game, black PR, use of the law to harass
17 and ruin utterly, by punishing Armstrong from communicating about CSI's, Scientology's, Miscavige's
18 and the beneficiaries' illegal and noxious policies, practices and acts, including, but not limited to, fair
19 game, black PR, use of the law to harass and ruin utterly, and by this Court's issuance of its illegal,
20 unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-American, anti-religion,
21 diabolical, insane and clearly unenforceable injunction, this Court's issuance of its illegal contempt
22 orders, and this Court's issuance of its consequently illegal warrants for Armstrong's arrest.

23 NINETEENTH AFFIRMATIVE DEFENSE

24 (Unconscionability)

25 54. Further answering said complaint, and as a nineteenth, separate and affirmative defense
26 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
27 contained in the introduction and paragraphs 1 through 53 and 55 through 79 paragraphs herein and
28 alleges as follows:

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1 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
2 Armstrong, Minton and the LMT, and each of them, on the grounds that the terms of the mutual release
3 that CSI, Scientology, Miscavige and the beneficiaries are by their complaint here seeking to enforce, in
4 addition to being illegal, unconstitutional, greatly stupid, impossible to perform, anti-public policy, anti-
5 American, anti-religion, diabolical, insane, clearly unenforceable, unfair and unreasonable, are
6 unconscionable.

7 **TWENTIETH AFFIRMATIVE DEFENSE**

8 **(Adhesion)**

9 55. Further answering said complaint, and as a twentieth, separate and affirmative defense
10 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
11 contained in the introduction and paragraphs 1 through 54 and 56 through 79 herein and alleges as
12 follows:

13 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
14 Armstrong, Minton and the LMT, and each of them, on the grounds that the mutual release is a contract
15 of adhesion.

16 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

17 **(Hardship)**

18 56. Further answering said complaint, and as a twenty-first, separate and affirmative
19 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
20 allegation contained in the introduction and paragraphs 1 through 55 and 57 through 79 herein and
21 alleges as follows:

22 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
23 Armstrong, Minton and the LMT, and each of them, on the grounds that the terms of the mutual release
24 which CSI, Scientology, Miscavige and the beneficiaries are seeking to enforce here by their complaint
25 would work, and do work, an unfair hardship on Armstrong, and on Minton, the LMT, Does 1 through
26 50, and any person, Scientologist or wog, who might in any way act in concert with Armstrong.

27 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

28 **(Offset)**

1 57. Further answering said complaint, and as a twenty-second, separate and affirmative
2 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
3 allegation contained in the introduction and paragraphs 1 through 56 and 58 through 79 herein and
4 alleges as follows:

5 Any damages that CSI, Scientology, Miscavige and the beneficiaries, or any of them, have
6 suffered in consequence of the alleged conduct of Armstrong, Minton and the LMT, Does 1 through 50,
7 or anyone, Scientologist or wog, acting in concert in any way with Armstrong, is exceeded by the
8 damages suffered by Armstrong, Minton and the LMT, Does 1 through 50, and anyone, Scientologist or
9 wog, acting in concert in any way with Armstrong, in consequence of CSI's, Scientology's, Miscavige's
10 and the beneficiaries' illegal and noxious policies, practices and acts directed at Armstrong, Minton and
11 the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in concert in any way with
12 Armstrong, including, but not limited to, fair game, black PR, and using the law to harass and ruin
13 utterly, and therefore CSI, Scientology, Miscavige and the beneficiaries should take nothing.

14 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

15 **(Liquidated Damages Act As Penalty)**

16 58. Further answering said complaint, and as a twenty-third, separate and affirmative
17 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
18 allegation contained in the introduction and paragraphs 1 through 57 and 58 through 79 herein and
19 alleges as follows:

20 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
21 Armstrong, Minton and the LMT, and each of them, on the grounds that the mutual release's provision
22 of liquidated damages was never negotiated, and is in no way whatsoever an approximation of any
23 damages CSI, Scientology, Miscavige and the beneficiaries would or might suffer as a result of
24 Armstrong, Minton, the LMT, Does 1 through 50, or anyone else, Scientologist or wog, acting in concert
25 with Armstrong, breaching the terms or any of the terms of the mutual release that CSI, Scientology,
26 Miscavige and the beneficiaries are seeking to enforce here by their complaint; but the liquidated
27 damages provision in the mutual release is intended to act and does act impermissibly as punishment or
28 a penalty.

1 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

2 **(Implied Covenant of Good Faith and Fair Dealing)**

3 59. Further answering said complaint, and as a twenty-fourth, separate and affirmative
4 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
5 allegation contained in the introduction and paragraphs 1 through 58 and 60 through 79 herein and
6 alleges as follows:

7 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
8 Armstrong, Minton and the LMT, and each of them, on the grounds that the conduct of CSI,
9 Scientology, Miscavige and the beneficiaries violates the implied covenant of good faith and fair
10 dealing.

11 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

12 **(Failure to Mitigate Damages)**

13 60. Further answering said complaint, and as a twenty-fifth, separate and affirmative defense
14 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
15 contained in the introduction and paragraphs 1 through 59 and 61 through 79 herein and alleges as
16 follows:

17 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
18 Armstrong, Minton and the LMT, and each of them, because CSI, Scientology, Miscavige and the
19 beneficiaries failed to take proper and reasonable steps to avoid or mitigate the damages alleged in the
20 complaint, and to the extent of such failure to avoid or mitigate, damages allegedly incurred by CSI,
21 Scientology, Miscavige or any of the beneficiaries, if any, should be reduced accordingly. In willful,
22 flagrant violation of their duty to avoid or mitigate their damages, CSI, Scientology, Miscavige and the
23 beneficiaries have acted to maximize their damages by subjecting Armstrong for more than twenty
24 years, and continuously and relentlessly to CSI's, Scientology's, Miscavige's and the beneficiaries'
25 illegal and noxious policies, practices and acts, including, but not limited to, fair game, black PR, and
26 using the law to harass and ruin utterly, which required that to defend himself Armstrong breach the
27 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
28 by their complaint; and CSI, Scientology, Miscavige and the beneficiaries created, by subjecting

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1 Armstrong to CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies,
2 practices and acts, including, but not limited to, fair game, black PR, and using the law to harass and
3 ruin utterly, an environment in which it was impossible for Armstrong to not breach the terms of the
4 mutual release which CSI, Scientology, Miscavige and the beneficiaries seek to enforce here by their
5 complaint.

6 CSI, Scientology, Miscavige and the beneficiaries are further barred from bringing this action
7 against Armstrong, Minton and the LMT, and each of them, because in willful, flagrant violation of their
8 duty to avoid or mitigate their damages, CSI, Scientology, Miscavige and the beneficiaries have acted to
9 maximize their damages by subjecting Minton and the LMT, and others, including, but not limited to,
10 Does 1 through 50, and anyone, wog or Scientologist, acting in concert in any way with Armstrong, to
11 CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
12 including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly, which
13 required that Minton and the LMT, and others, including, but not limited to, Does 1 through 50, and
14 anyone, wog or Scientologist, to defend themselves, and others, had to, and must, act in concert with
15 Armstrong in breaching the terms of the mutual release that CSI, Scientology, Miscavige and the
16 beneficiaries seek to enforce here by their complaint; and CSI, Scientology, Miscavige and the
17 beneficiaries created, by subjecting Minton and the LMT, and others, including, but not limited to, Does
18 1 through 50, and anyone, wog or Scientologist, acting in concert in any way with Armstrong, to CSI's,
19 Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
20 including, but not limited to, fair game, black PR, and using the law to harass and ruin utterly, an
21 environment in which it was impossible for Minton and the LMT, and others, including, but not limited
22 to, Does 1 through 50, and anyone, wog or Scientologist, acting in concert in any way with Armstrong,
23 to not breach the terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek
24 to enforce here by their complaint.

25
26 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

27 **(Terms Cannot Be Specifically Enforced)**

1 61. Further answering said complaint, and as a twenty-sixth, separate and affirmative defense
2 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
3 contained in the introduction and paragraphs 1 through 60 and 62 through 79 herein and alleges as
4 follows:

5 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
6 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
7 by their complaint cannot be specifically enforced.

8 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

9 **(Terms Cannot Be Specifically Performed)**

10 62. Further answering said complaint, and as a twenty-seventh, separate and affirmative
11 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
12 allegation contained in the introduction and paragraphs 1 through 61 and 63 through 79 herein and
13 alleges as follows:

14 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
15 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
16 by their complaint cannot be specifically performed.

17 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

18 **(Res Judicata)**

19 63. Further answering said complaint, and as a twenty-eighth, separate and affirmative
20 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
21 allegation contained in the introduction and paragraphs 1 through 62 and 64 through 79 herein and
22 alleges as follows:

23 CSI's, Scientology's, Miscavige's and the beneficiaries' complaint, and their claims for equitable
24 relief and for damages, against Armstrong, Minton, the LMT, Does 1 through 50, and any other person,
25 Scientologist or wog, acting in any way in concert with Armstrong, are barred by the doctrine of res
26 judicata.

27 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

28 **(Collateral Estoppel)**

64. Further answering said complaint, and as a twenty-ninth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 63 and 65 through 79 herein and alleges as follows:

CSI's, Scientology's, Miscavige's and the beneficiaries' complaint, and their claims for equitable relief and for damages, against Armstrong, Minton, the LMT, Does 1 through 50, and any other person, Scientologist or wog, acting in any way in concert with Armstrong, are barred by the doctrine of collateral estoppel.

THIRTIETH AFFIRMATIVE DEFENSE

(Action Barred By Equity and Civil Code Provisions)

65. Further answering said complaint, and as a thirtieth, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 64 and 66 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief by the general principles of equity and the specific provisions of Part IV of the California Civil Code, including but not limited to §§ 3512, 3513, 3514, 3517, 3519, 3520, 3521, 3523, 3524, 3528, 3531, 3533, 3542, 3543, 3545, 3546, 3547 and 3548.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Void As Against Public Policy)

66. Further answering said complaint, and as a thirty-first, separate and affirmative defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation contained in the introduction and paragraphs 1 through 65 and 67 through 79 herein and alleges as follows:

CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here by their complaint are void as against public policy.

1 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

2 **(Right to Counsel)**

3 67. Further answering said complaint, and as a thirty-second, separate and affirmative defense
4 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
5 contained in the introduction and paragraphs 1 through 66 and 68 through 79 herein and alleges as
6 follows:

7 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
8 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
9 by their complaint deprive Armstrong of his right to counsel as protected by the California Constitution
10 and by the Sixth Amendment to the U.S. Constitution.

11 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

12 **(Public Domain)**

13 68. Further answering said complaint, and as a thirty-third, separate and affirmative defense
14 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
15 contained in the introduction and paragraphs 1 through 67 and 69 through 79 herein and alleges as
16 follows:

17 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
18 information that CSI, Scientology, Miscavige and the beneficiaries accuse Armstrong of disclosing is in
19 the public domain.

20 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

21 **(Privilege)**

22 69. Further answering said complaint, and as a thirty-fourth, separate and affirmative defense
23 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
24 contained in the introduction and paragraphs 1 through 68 and 70 through 79 herein and alleges as
25 follows:

26 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the acts
27 CSI, Scientology, Miscavige and the beneficiaries accuse Armstrong, Minton, the LMT, Does 1 through
28

1 50, or anyone else, wog or Scientologist, acting in concert in any way with Armstrong, of having
2 committed, were and are privileged.

3 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

4 **(Justification - Defense of Another, Interests**

5 **of Third Persons, and the Public)**

6 70. Further answering said complaint, and as a thirty-fifth, separate and affirmative defense
7 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
8 contained in the introduction and paragraphs 1 through 69 and 71 through 79 herein and alleges as
9 follows:

10 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because, at all
11 relevant times, the acts CSI, Scientology, Miscavige and the beneficiaries accuse Armstrong, Minton,
12 the LMT, Does 1 through 50, or anyone else, wog or Scientologist, acting in concert in any way with
13 Armstrong, of having committed, were and are privileged and justified because they were done in the
14 defense of others, the interests of third parties, the interests of justice, and the interests of the public.

15 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

16 **(Privacy)**

17 71. Further answering said complaint, and as a thirty-sixth, separate and affirmative defense
18 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
19 contained in the introduction and paragraphs 1 through 70 and 72 through 79 herein and alleges as
20 follows:

21 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
22 Armstrong, Minton, the LMT, Does 1 through 50, or anyone else, wog or Scientologist, acting in concert
23 in any way with Armstrong, or not acting in concert in any way with Armstrong, on the grounds that the
24 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek here to enforce
25 by their complaint violate the right of privacy of Armstrong, Minton, the LMT, Does 1 through 50, and
26 anyone else, wog or Scientologist, acting in concert in any way with Armstrong, or not acting in concert
27 in any way with Armstrong, guaranteed by the U.S. and California Constitutions.

28 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

1 **(Due Process)**

2 72. Further answering said complaint, and as a thirty-seventh, separate and affirmative
3 defense thereto, Armstrong repeats, realleges and incorporates by reference herein each and every
4 allegation contained in the introduction and paragraphs 1 through 71 and 73 through 79 herein and
5 alleges as follows:

6 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
7 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
8 by their complaint deprive Armstrong, Minton, the LMT, Does 1 through 50, wogs or Scientologists
9 acting in concert in any way with Armstrong, other third parties, and the public of due process of law as
10 protected by the California Constitution and by the Fifth and Fourteenth Amendments to the U.S.
11 Constitution.

12 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

13 **(Equal Protection)**

14 73. Further answering said complaint, and as a thirty-eighth, separate and affirmative defense
15 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
16 contained in the introduction and paragraphs 1 through 72 and 74 through 79 herein and alleges as
17 follows:

18 CSI, Scientology, Miscavige and the beneficiaries are barred from judicial relief because the
19 terms of the mutual release that CSI, Scientology, Miscavige and the beneficiaries seek to enforce here
20 by their complaint deprive Armstrong, Minton, the LMT, Does 1 through 50, wogs or Scientologists
21 acting in concert in any way with Armstrong, other third parties, and the public of equal protection of
22 law as guaranteed by the California Constitution and by the U.S. Constitution.

23 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

24 **(First Amendment - Speech)**

25 74. Further answering said complaint, and as a thirty-ninth, separate and affirmative defense
26 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
27 contained in the introduction and paragraphs 1 through 73 and 75 through 79 herein and alleges as
28 follows:

1 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
2 Armstrong, Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in concert in
3 any way with Armstrong on the grounds that the terms of the mutual release that CSI, Scientology,
4 Miscavige and the beneficiaries seek here to enforce by their complaint violate the right of Armstrong,
5 Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in concert in any way
6 with Armstrong, and each of them, to freedom of speech guaranteed by the California and U.S.
7 Constitutions.

8 **FORTIETH AFFIRMATIVE DEFENSE**

9 **(First Amendment - Press)**

10 75. Further answering said complaint, and as a fortieth, separate and affirmative defense
11 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
12 contained in the introduction and paragraphs 1 through 74 and 76 through 79 herein and alleges as
13 follows:

14 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
15 Armstrong, Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in concert in
16 any way with Armstrong on the grounds that the terms of the mutual release that CSI, Scientology,
17 Miscavige and the beneficiaries seek here to enforce by their complaint violate the right of Armstrong,
18 Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in concert in any way
19 with Armstrong, and each of them, to freedom of press guaranteed by the California and U.S.
20 Constitutions.

21 Armstrong is a well-known, respected correspondent for the Usenet Newsgroup Alt.Religion.
22 Scientology. The URL for Armstrong's Internet Publication, which contains many of his writings and
23 documents, including writings and documents concerning CSI, Scientology, Miscavige and the
24 beneficiaries, their illegal or noxious policies, practices and acts, including fair game, black PR, and use
25 of the law to harass and ruin utterly, their illegal fair gaming and illegal judicial silencing and punishing
26 of Armstrong, and their efforts to rewrite their antisocial and criminal history, which he knows and
27 speak about, is <http://www.gerryarmstrong.org>.

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1 Any Wog ® may work to defend, support and promote Wogs ® and what
2 is worthy in the Wog World ®, and oppose Wogs' ® persecutors.

3 CoW ® also opposes the persecution of those who have abandoned the
4 Wog World ®. Nevertheless, both the persecutors and the persecuted who
5 have abandoned the Wog World ® wage an unjust War on Wogs
6 (WoW!)®, and on Wog ® arts, sciences, institutions and enterprises.

7 CoW ® is determined to bring peace in this war being waged on Wogs ®.

8 The Creed of the Church of Wogs ®: We of the Church hold: 1. That
9 Wogs ® are equal.

10 The Church of Wogs (CoW)® will persist beyond how long the War on
11 Wogs (WoW!) ® persists.

12 CoW ® seeks every being on earth. CoW's mission is to wake sleeping
13 Wogs ®, and to defend, support and promote all Wogs ® until the war is
14 won.

15 © 2001 Gerry Armstrong

16 The URL for the Church of Wogs is <http://www.gerryarmstrong.org/50grand/cow/index.html>. "Wog" is
17 an epithet, which CSI, Scientology, Miscavige and the beneficiaries use to designate a class of hominids
18 determined by Hubbard, and now by CSI, Scientology, Miscavige and the beneficiaries according to
19 their own religious, pseudo-religious or pseudo-scientific criteria. CSI, Scientology, Miscavige and the
20 beneficiaries have for decades persecuted wogs, and waged an oppressive, evil and deadly war on wogs,
21 started by Hubbard, employing, among other weapons and tactics, CSI's, Scientology's, Miscavige's
22 and the beneficiaries' illegal and noxious policies and practices, including, but not limited to, fair game,
23 black PR, and using the law to harass and ruin utterly. Hubbard directed, and now CSI, Scientology,
24 Miscavige and the beneficiaries direct that Scientologists and their organizations are to treat every
25 skirmish with wogs as war. Hubbard published an intention, which CSI, Scientology, Miscavige and the
26 beneficiaries still publish to this day, to dispose of undesirable wogs, who do not measure up to CSI's,
27 Scientology's, Miscavige's and the beneficiaries' religious, pseudo-religious, pseudo-scientific, pseudo-
28 legal or criminal standards, quietly and without sorrow. Hubbard taught and directed, and CSI,

1 Scientology, Miscavige and the beneficiaries still teach and direct, that wogs are inferior, less aware,
2 less able, less ethical and less intelligent than Scientologists, and are to be controlled by Scientologists.
3 Hubbard taught and directed, and CSI, Scientology, Miscavige and the beneficiaries still teach and
4 direct, that wog mental health professionals are evil and criminals, and are to be vilified, attacked and
5 ruined, and that the whole wog mental health field is evil and criminal, and is to be destroyed and
6 replaced by CSI, Scientology, Miscavige and the beneficiaries. Hubbard taught and directed, and CSI,
7 Scientology, Miscavige and the beneficiaries still teach and direct, that wog justice systems do not work,
8 are criminal, are to be taken over, and are to be used for the illegal purpose of harassing and utterly
9 ruining CSI's, Scientology's, Miscavige's and the beneficiaries' wog targets in CSI's, Scientology's,
10 Miscavige's and the beneficiaries' war on wogs. This Court, which is a part of the wog justice system,
11 has, for at least seven years, been collaborating with CSI, Scientology, Miscavige and the beneficiaries
12 in the persecution of wogs, and in CSI's, Scientology's, Miscavige's and the beneficiaries' waging of
13 their oppressive, evil and deadly war on wogs, by giving this Court's power and authority and this
14 Court's appearance of legality, probity and justice to CSI, Scientology, Miscavige and the beneficiaries
15 to punish Armstrong for speaking the truth about CSI, Scientology, Miscavige and the beneficiaries, the
16 truth about their war on wogs, and the truth about CSI's, Scientology's, Miscavige's and the
17 beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, use of the
18 law to harass and ruin utterly, and by facilitating, through this Court's abetting of the illegal fair gaming
19 and illegal judicial silencing and punishing of Armstrong, CSI's, Scientology's, Miscavige's and the
20 beneficiaries' rewriting of their antisocial and criminal history, which Armstrong knows and speak
21 about. Armstrong is a wog who has been given a role by God to oppose CSI's, Scientology's,
22 Miscavige's and the beneficiaries' persecution of wogs, to fight back in CSI's, Scientology's,
23 Miscavige's and the beneficiaries' oppressive, evil and deadly war on wogs, to expose CSI's,
24 Scientology's, Miscavige's and the beneficiaries' war on wogs since CSI, Scientology, Miscavige and
25 the beneficiaries wage their war on wogs principally by covert means and by secret intelligence
26 operations, and to defend wogs who are persecuted, attacked, fair gamed, black PRed, or harassed or
27 ruined by CSI's, Scientology's, Miscavige's and the beneficiaries' use of wog law. Wogs are God's
28 children, and God has always raised up and will always raise up wogs, as He has raised up Armstrong,

1 to defend His children who are persecuted and warred upon, even though the persecutors and wagers of
2 war also are His children.

3 Further, CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action
4 against Armstrong, Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in
5 concert in any way with Armstrong because CSI, Scientology, Miscavige and the beneficiaries are
6 radically anti-Christian, and Armstrong is a Christian, possessing an inalienable right from God Himself,
7 also granted by the U.S. and California Constitutions, which this Court cannot legally strip from him, to
8 defend his faith and religion, and oppose, by speech and writing in any medium, the anti-Christians
9 comprising CSI, Scientology, Miscavige and the beneficiaries, who attack and seek to destroy
10 Armstrong's religion. Hubbard taught and directed, and CSI, Scientology, Miscavige and the
11 beneficiaries still teach and direct, that there is no Christ, that God is an electronic implant installed in
12 wogs by an intergalactic tyrant Xenu seventy-five million years ago to enslave wogs, and that only CSI,
13 Scientology, Miscavige and the beneficiaries have the technology, for which they charge in the
14 neighborhood of \$360,000, to free wogs from the enslavement of Christ, God and religion. Armstrong
15 knows that Hubbard's, and CSI's, Scientology's, Miscavige's and the beneficiaries' "technology" is
16 fraudulent, that in fact it is itself designed to enslave people, and that Hubbard's and CSI's,
17 Scientology's, Miscavige's and the beneficiaries' assertions, teachings and directions that there is no
18 Christ and that God is an electronic implant designed by Xenu to enslave wogs, are themselves implants
19 in CSI's, Scientology's, Miscavige's and the beneficiaries' oppressive, evil and deadly war on wogs, and
20 are utterly false, irreligious, suppressive, dangerous and cruel. CSI's, Scientology's, Miscavige's and
21 the beneficiaries' public statements that Scientology is compatible with Christianity and that CSI,
22 Scientology, Miscavige and the beneficiaries support freedom of religion, and other civil rights, are utter
23 lies, designed to deceive and defraud all wogs, including Christian wogs, and to soften up wogs,
24 including Christian wogs, and render them vulnerable, easy targets for CSI's, Scientology's,
25 Miscavige's and the beneficiaries' war on wogs, and for CSI's, Scientology's, Miscavige's and the
26 beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, and use of
27 the law to harass and ruin utterly. Armstrong possesses an inalienable right from God Himself, also
28 granted by the U.S. and California Constitutions, which this Court cannot legally strip from him, to

1 expose the lies of CSI, Scientology, Miscavige and the beneficiaries about Armstrong's religion, his
2 fellow Christians, his fellow wogs, Christ, God, enslavement, implants, CSI's, Scientology's,
3 Miscavige's and the beneficiaries' war on wogs, softening up wogs, Scientology's incompatibility with
4 Christianity, CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies,
5 practices and acts, including fair game, black PR, and use of the law to harass and ruin utterly, and about
6 anything else related to CSI, Scientology, Miscavige and the beneficiaries, to oppose and seek to reform
7 CSI, Scientology, Miscavige and the beneficiaries in their war on wogs, attacks on Christianity, Christ
8 and God, and to oppose and seek to reform CSI's, Scientology's, Miscavige's and the beneficiaries'
9 efforts to soften up wogs, both Christian and non-Christian, and to implant wogs, who are God's
10 children, both Christian and non-Christian, and deceive them into joining CSI's, Scientology's,
11 Miscavige's and the beneficiaries' war on wogs, into participating in CSI's, Scientology's, Miscavige's
12 and the beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, and
13 use of the law to harass and ruin utterly, and into slaving to deceive and recruit ever more wogs into
14 joining CSI's, Scientology's, Miscavige's and the beneficiaries' war on wogs, participating in CSI's,
15 Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
16 including fair game, black PR, and use of the law to harass and ruin utterly, and slaving to war on,
17 deceive and recruit ever more wogs.

18 Further, CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action
19 against Armstrong, Minton, the LMT, Does 1 through 50, or anyone, wog or Scientologist, acting in
20 concert in any way with Armstrong because Armstrong is a Prophet to Scientologists, hereinafter
21 "PtS"®, and as a PtS possesses an inalienable right from God Himself, also granted by the U.S. and
22 California Constitutions, which this Court cannot legally strip from him, to bring the Word of God, by
23 speech and writing in any medium, to Scientologists, whom CSI, Scientology, Miscavige and the
24 beneficiaries implant, suppress, oppress, enslave and turn to hate with their lies about Christ, God, wogs,
25 religion, science, Hubbard, Xenu, "body thetans," hereinafter "BTs," and many other subjects, with
26 CSI's, Scientology's, Miscavige's and the beneficiaries' oppressive, evil and deadly war on wogs, and
27 with CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and
28 acts, including fair game, black PR, and use of the law to harass and ruin utterly. CSI, Scientology,

1 Miscavige and the beneficiaries teach and direct all Scientologists that they are saving the planet, and
2 Armstrong as a PtS brings the message to them that God is saving the planet. CSI, Scientology,
3 Miscavige and the beneficiaries teach and direct all Scientologists that they must put their faith in
4 Scientology and in their lies about Christ, God, wogs, religion, science, Hubbard, Xenu, BTs, etc., in
5 CSI's, Scientology's, Miscavige's and the beneficiaries' oppressive, evil and deadly war on wogs, and in
6 CSI's, Scientology's, Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts,
7 including fair game, black PR, and use of the law to harass and ruin utterly, and Armstrong as a PtS
8 brings the message to Scientologists that they should put their faith in God.

9 **FORTY-SECOND AFFIRMATIVE DEFENSE**

10 **(This Court Cannot Enjoin The Practice Of A Profession)**

11 77. Further answering said complaint, and as a forty-second, separate and affirmative defense
12 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
13 contained in the introduction and paragraphs 1 through 76 and 78 through 79 herein and alleges as
14 follows:

15 Any attempt by CSI, Scientology, Miscavige and the beneficiaries to limit the ability to obtain
16 gainful employment by Armstrong, Minton, the LMT, Does 1 through 50, anyone else acting in concert
17 in any way with Armstrong, or any of them, is void and unenforceable as a matter of public policy, and
18 constitutes an unenforceable restraint on the right of defendants, or any of them, to pursue their chosen
19 profession inasmuch as CSI's, Scientology's, Miscavige's and the beneficiaries' complaint is based
20 upon communications and acts by Armstrong in his professional capacity as Prophet to Scientologists.

21 **FORTY-THIRD AFFIRMATIVE DEFENSE**

22 **(First Amendment - Association)**

23 78. Further answering said complaint, and as a forty-third, separate and affirmative defense
24 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
25 contained in the introduction and paragraphs 1 through 77 and 79 herein and alleges as follows:

26 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
27 Armstrong, Minton, the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in concert in
28 any way with Armstrong, or any of them, on the grounds that the terms of the mutual release that CSI,

1 Scientology, Miscavige and the beneficiaries by their complaint here are seeking to enforce violate the
2 right of Armstrong, Minton, the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in
3 concert in any way with Armstrong, to freedom of association guaranteed by the U.S. and California
4 Constitutions. As a victim and target of CSI's, Scientology's, Miscavige's and the beneficiaries'
5 oppressive, evil and deadly war on wogs, and of CSI's, Scientology's, Miscavige's and the
6 beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, and use of
7 the law to harass and ruin utterly, as a wog, as a Christian, as the leader of the CoW, and as a PtS,
8 Armstrong necessarily must associate with the very people that CSI, Scientology, Miscavige and the
9 beneficiaries seek to prevent him from associating with by the illegal, unconstitutional, greatly stupid,
10 impossible to perform, anti-public policy, anti-American, anti-religion, diabolical, insane, clearly
11 unenforceable, unfair, unreasonable and unconscionable terms of the mutual release that CSI,
12 Scientology, Miscavige and the beneficiaries by their complaint here are seeking to enforce, to wit, wogs
13 such as Minton, the LMT, Does 1 through 50, and anyone acting in concert in any way with Armstrong,
14 who are themselves victim or targets of CSI's, Scientology's, Miscavige's and the beneficiaries'
15 oppressive, evil and deadly war on wogs, and of CSI's, Scientology's, Miscavige's and the
16 beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, and use of
17 the law to harass and ruin utterly, or Scientologists who participate in CSI's, Scientology's, Miscavige's
18 and the beneficiaries' oppressive, evil and deadly war on wogs, and of CSI's, Scientology's,
19 Miscavige's and the beneficiaries' illegal and noxious policies, practices and acts, including fair game,
20 black PR, and use of the law to harass and ruin utterly.

21 **FORTY-FOURTH AFFIRMATIVE DEFENSE**

22 **(Thirteenth Amendment – Freedom from Slavery)**

23 79. Further answering said complaint, and as a forty-fourth, separate and affirmative defense
24 thereto, Armstrong repeats, realleges and incorporates by reference herein each and every allegation
25 contained in the introduction and paragraphs 1 through 78 herein and alleges as follows:

26 CSI, Scientology, Miscavige and the beneficiaries are barred from bringing this action against
27 Armstrong, Minton, the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in concert in
28 any way with Armstrong, or any of them, on the grounds that the terms of the mutual release which CSI,

1 Scientology, Miscavige and the beneficiaries by their complaint here are seeking to enforce make slaves
2 of Armstrong, Minton, the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in concert
3 in any way with Armstrong, and force them into involuntary servitude to CSI, Scientology, Miscavige
4 and the beneficiaries, which is prohibited every place in the United States by the Thirteenth Amendment
5 to the U.S. Constitution. The terms of the mutual release which CSI, Scientology, Miscavige and the
6 beneficiaries by their complaint here are seeking to enforce, and this Court's interpretation of said terms,
7 permit CSI, Scientology, Miscavige and the beneficiaries to wage their oppressive, evil and deadly war
8 on Armstrong, Minton, the LMT, Does 1 through 50, and anyone, Scientologist or wog, acting in
9 concert in any way with Armstrong, and subject them to CSI's, Scientology's, Miscavige's and the
10 beneficiaries' illegal and noxious policies, practices and acts, including fair game, black PR, and use of
11 the law to harass and ruin utterly, and do not permit Armstrong, Minton, the LMT, Does 1 through 50,
12 and anyone, Scientologist or wog, acting in concert in any way with Armstrong, to respond to defend
13 themselves or each other in any way, and punish Armstrong, Minton, the LMT, Does 1 through 50, and
14 anyone, Scientologist or wog, acting in concert in any way with Armstrong, if any of them do respond to
15 defend themselves or each other in any way, with fines and imprisonment.

16 **DEMAND FOR JURY TRIAL**

17 Defendant Armstrong hereby demands that this case be tried by a jury.

18 **WHEREFORE**, Armstrong prays for relief as follows:

- 19 1. That neither CSI, Scientology, Miscavige, nor any of the beneficiaries take anything by
20 their complaint;
- 21 2. That Armstrong recover his costs of suit herein;
- 22 3. That, should Armstrong retain an attorney to defend him, he recover his attorney's fees
23 and costs of defending the suit herein;
- 24 3. That the Court award such further relief as it may deem proper.

25 Respectfully submitted,

26
27
28 GERRY ARMSTRONG

DATED: November 5, 2002

000294

1 PROOF OF SERVICE

2
3 I am a citizen of Canada and reside in Germany. I am over the age of eighteen years and
4 am not a party to the within action. My business address is c/o Dialog Zentrum Berlin Heimat 27,
5 D-14165 Berlin-Zehlendorf, Germany.

6 I served the following document

7 **Answer of Gerry Armstrong**

8
9 on the following persons on the date set forth below, by delivering a true copy thereof enclosed in a
10 sealed envelope to the addressees below:

11 Andrew H. Wilson, Esquire
12 WILSON CAMPILONGO LLP
13 475 Gate 5 Road
14 Sausalito, CA 94965
U.S.A.

15 Benjamin K. Riley, Esquire
16 COOLEY GODWARD LLP
17 One Maritime Plaza, 20th Floor
San Francisco, CA 94111-3580
18 U.S.A.

19 by causing such envelope with postage thereon fully prepaid to be placed in the German Mail in
20 Berlin, Germany.

21 I declare under penalty of perjury under the laws of Germany and the United States that the above is true
22 and correct.

23 Executed on November 7, 2002 at Berlin, Germany

24
25
26
27 
28

Caroline Letkeman

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

---oOo---

HON. LYNN DURYEE, JUDGE

DEPARTMENT NO. 7

CHURCH OF SCIENTOLOGY INTERNATIONAL)

COPY

Plaintiff)

vs.)

No. CV021632

GERALD ARMSTRONG, ET AL)

Defendants)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

FRIDAY, APRIL 9, 2004

Reported By: Deborah S. Bartunek, CSR 4822

DISK
ENCLOSED

000296

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiffs:

ANDREW WILSON, ESQ.

For the Defendant:

FORD GREENE, ESQ.

711 Sir Francis Drake Blvd.

San Anselmo, CA 94960

---oOo---

1 FRIDAY, APRIL 9, 2004

AM SESSION

2 ---oOo---

3 P-R-O-C-E-E-D-I-N-G-S

4 THE COURT: Church of Scientology
5 International versus Gerald Armstrong.

6 MR. WILSON: Andrew Wilson for the Church of
7 Scientology.

8 Case is ready.

9 MR. GREENE: Good morning, Your Honor.

10 Ford Greene appearing on behalf of and with
11 Gerald Armstrong.

12 THE COURT: Good morning.

13 Are you ready for trial?

14 MR. GREENE: We're ready to proceed.

15 THE COURT: Okay.

16 So there were some in limine motions that
17 were delivered to me. I'll take a look at them, then
18 I'll rule on them in a moment.

19 Is there anything else that either side
20 wants from me?

21 MR. GREENE: Yes, Your Honor. There's also a
22 matter of two outstanding civil bench warrants for Mr.
23 Armstrong and we need to address those. Those are not
24 in the case with a file number that's before this court.
25 It's the previous case that's referred to. And we're
26 concerned that at any point Mr. Armstrong could be taken
27 into custody. And so we'd like to address that before
28 you, if we can.

1 THE COURT: All right.

2 MR. WILSON: Your Honor, we would like to
3 address that, as well. The bench warrants, as you may
4 know --

5 THE COURT: I don't know.

6 MR. WILSON: -- only last a year in this
7 court. I found that out a couple days ago when I was
8 trying to find out whether the bench warrants were in
9 fact outstanding. So they're not outstanding.

10 THE COURT: Who issued the bench warrants?

11 MR. WILSON: Bench warrants were issued by
12 Judges Thomas and Smith.

13 THE COURT: Okay. Which Smith?

14 MR. WILSON: Vern.

15 THE COURT: Okay.

16 MR. WILSON: They were issued as a result of
17 Judges Thomas and Smith finding Mr. Armstrong in
18 contempt. Judge Thomas found Mr. Armstrong in contempt
19 twice and he imposed sentence which I believe totalled
20 approximately 40 days. I could be wrong. I can tell
21 you exactly what they were.

22 Judge Smith, on the last contempt, which
23 happens to be -- which happens to arise out of the 131
24 breaches that we're seeking to recover on here, in which
25 Judge Smith -- those were in fact breaches and
26 violations of the injunction -- held Mr. Armstrong in
27 contempt for those violations, but held off on imposing
28 sentence, because Mr. Armstrong had fled the

1 jurisdiction. And the order that he issued said that he
2 would impose sentence on those contempts when Mr.
3 Armstrong was brought back to court.

4 Now we think Mr. Armstrong, being here,
5 should allow him to present whatever case he's going to
6 present, but he should not be allowed to leave the
7 jurisdiction until he has served the time that he has
8 been sentenced to and until he has been sentenced for
9 the third contempt that Judge Smith withheld sentencing
10 on.

11 THE COURT: So when were these orders issued?

12 MR. WILSON: The orders were issued in -- I
13 actually have the first and second orders of contempt.
14 The first one was issued on July 5th of 1997, and the
15 second one was February 20 of 1998. The third one was,
16 I believe, July 12 or 13th of 2001. Third one is one
17 that was issued by Judge Smith.

18 THE COURT: Okay. So if the bench warrants
19 were only valid for a year, do we have a problem?

20 MR. WILSON: Well, we have a problem. The
21 problem is that we don't believe that Mr. Armstrong
22 should be allowed -- we believe he should be allowed to
23 present his case. I don't want him taken to jail so he
24 can't present his case, but he needs to serve the time
25 that he was sentenced to. And he should be sentenced
26 for the third contempt.

27 THE COURT: So he's not been sentenced on the
28 third?

1 MR. WILSON: He's not been sentenced on the
2 third contempt.

3 THE COURT: All right.

4 MR. WILSON: Now, however the court wishes to
5 achieve that result is fine with us.

6 THE COURT: Well, so what occurs to me is to
7 stay the warrants, to set them for a hearing at the end
8 of this case.

9 MR. GREENE: That would be great.

10 THE COURT: So there's not a concern about his
11 being taken into custody, but we have a hearing date on
12 the validity of them and the sentencing on the third
13 contempt.

14 MR. WILSON: That's fine. I don't believe
15 there's an issue about validity, but he --

16 THE COURT: Or whatever issues.

17 MR. WILSON: Whatever he wants to raise.

18 What assurance do we have that once the
19 case -- we finish the case, which we think isn't going
20 to take very long, but we could be wrong, that he
21 doesn't just leave like he did last time?

22 MR. GREENE: First, we object to these
23 characterizations of how Mr. Armstrong fled the
24 jurisdiction and how he left last time.

25 I have spoken with Mr. Armstrong. I have
26 known him for 13 years. He has given me his word that
27 he will face whatever music it is that he has to face,
28 serve whatever time or penalty, if that's the case, he

1 will do that. And I feel sufficiently confident in Mr.
2 Armstrong's word to me to be able to give my word to the
3 court that he's not going to go anywhere at the
4 conclusion of this case, or before any hearing on the
5 warrants that the court sets.

6 THE COURT: Okay. Have a seat everyone.

7 I think I'll think about that.

8 How many witnesses do we have for plaintiff?

9 MR. WILSON: We don't believe we'll need any
10 witnesses unless we have to authenticate the postings
11 that are evidence of the 131 breaches.

12 THE COURT: Okay. So you have some documents?

13 MR. WILSON: We have exhibits to proffer and
14 our trial brief deals with the evidentiary issues.

15 I think that the court can take judicial
16 notice and should take judicial notice of all of the
17 pleadings in the prior case. I think that's exhibits 1
18 through 12 or 13. The balance of the exhibits are the
19 131 postings. The court should admit those on two
20 grounds. Number one --

21 THE COURT: I'll get into that in a moment.

22 So I'm just trying to picture how much time
23 is going to be involved in this.

24 MR. WILSON: Probably depends on the motion in
25 limine.

26 THE COURT: Okay.

27 MR. WILSON: And if I may say one thing, we did
28 receive from Mr. Greene, at 4:45 yesterday, opposition

1 to the motion in limine. And we have a reply, which
2 I've given Mr. Greene, and I would like to give to the
3 court.

4 THE COURT: All right.

5 How many witnesses for the defense?

6 MR. GREENE: One, maybe two.

7 THE COURT: Okay. There was -- Mr. Armstrong
8 did request a jury trial, however did not follow through
9 on the procedures for securing a jury trial. There was
10 no additional fee waivers.

11 So my thought is to proceed as a court
12 trial.

13 MR. GREENE: That's agreeable, Your Honor.

14 THE COURT: All right. So I'll take a look at
15 the papers and then we'll proceed. If you would show
16 Mr. Greene the documents that you intend to mark then he
17 can look at those before we have them marked. And if
18 you have any documents that you intend to produce
19 perhaps you can show counsel those.

20 MR. GREENE: Let me add one thing, Your Honor.

21 What I would like to do, if it would be all
22 right with the court -- Mr. Armstrong hired me
23 yesterday. If we could proceed with the plaintiff's
24 case today, give us the weekend to line our ducks up to
25 be ready Monday that would --

26 THE COURT: That's your request.

27 All right. Thanks.

28 (Whereupon, a recess was taken at 9:20 AM)

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1 THE COURT: All right. Plaintiff's in limine
2 motion seeks to preclude defendant from introducing any
3 evidences -- any evidence of the defenses raised in this
4 action on the grounds of collateral estoppel, res
5 judicata, that all of these defenses were raised in the
6 earlier action that Judge Thomas decided in 1995.

7 And defendant claims that because of the
8 constitutional issues involved, first amendment and
9 religious freedom, that we should be able to have a full
10 rehearing on all of these issues.

11 So I'll hear argument on it.

12 I guess my question for the defense is how
13 Mr. Armstrong's acceptance of the \$800,000 in the
14 settlement of his claims and the contract issues that
15 exist -- in other words, this is not just a case about
16 free speech. In some ways he signed on for this when he
17 accepted the settlement with the church.

18 So I'll hear from you, Mr. Wilson, then I'll
19 hear your opposition.

20 MR. WILSON: Thank you, Your Honor.

21 As Your Honor knows, it's not a case about
22 pure free speech. As Judge Thomas found, and I think in
23 one of the summary judgment orders he specifically made
24 a finding, that free speech can be contracted away. Mr.
25 Armstrong contracted away his right to speak about the
26 church. That's what Judge Thomas ruled in granting
27 summary judgment.

28 So that defense, for sure, was litigated in

1 the prior action. The only defense that wasn't
2 litigated in the prior action was the new defense of
3 freedom from slavery.

4 As we point out in our papers, that even
5 assuming it could be a defense, even giving them that,
6 it could have been raised in the prior action. That's
7 what the cases say, that any issue that was either
8 decided or necessarily decided or could have been
9 raised, is precluded.

10 Now, all of the affirmative defenses were
11 necessarily decided against Mr. Armstrong by virtue of
12 the grant of summary judgment which became the final
13 judgment from which Mr. Armstrong appealed and his
14 appeal was dismissed.

15 THE COURT: Your position in this case is the
16 exact same, there's nothing new about this case?

17 MR. WILSON: There is nothing new. It's the
18 same contract. In fact the 131 breaches that we're
19 trying to recover for --

20 THE COURT: Have already been decided?

21 MR. WILSON: That's right. They've already
22 been decided to be violations. I want to get a little
23 bit technical so I don't get accused of glossing
24 something over. The injunction parroted the language of
25 the contract.

26 THE COURT: So the settlement agreement
27 contained the right for the church to obtain injunctive
28 relief?

1 MR. WILSON: Yes, it did. And the settlement
2 agreement, the language of the settlement agreement,
3 which prohibited Mr. Armstrong from making the
4 statements that he made, was tracked in the injunction.
5 Judge Smith found that those were violations of the
6 injunction and hence the agreement.

7 There's nothing further to be litigated.

8 THE COURT: Was the issue of the
9 constitutionality of the injunctive relief regarding
10 speech litigated?

11 MR. WILSON: Yes, it was. The summary judgment
12 order -- if I may?

13 THE COURT: I have it.

14 MR. WILSON: I think it's either seven or
15 eight.

16 THE COURT: It's eight. Well, seven is the
17 order on the permanent injunction and eight is the
18 judgment which was based on summary judgment.

19 MR. WILSON: And all of those constitutional
20 issues were issued. And I believe that in the --
21 there's another one that I'd like to direct your
22 attention to, six. If you look at Exhibit 6, which
23 is --

24 THE COURT: The order on summary judgment.

25 MR. WILSON: Right.

26 If you look at page two through three and
27 four, you see that Judge Thomas discusses in detail the
28 validity of the damages provision. He discusses Mr.

1 Armstrong's duress arguments. He discusses his fraud
2 arguments. And then he discusses, on page four, the
3 first amendment argument saying first amendment rights
4 may be waived by contract, which was what was argued.

5 The only thing that was not argued, that
6 apparently Mr. Armstrong is arguing today, is the
7 freedom from slavery argument.

8 Even if he had not raised any of those
9 issues -- I mean let's just say he hadn't raised the
10 first amendment, hadn't raised fraud, hadn't raised
11 duress in arguing against summary judgment, he raised
12 them in his answer and necessarily they were decided
13 against him when the judgment was final.

14 THE COURT: Okay.

15 MR. WILSON: If I may say one more word about
16 the cases Mr. Greene relies on.

17 THE COURT: Yes.

18 MR. WILSON: The Myers versus Greenfield
19 (phonetic) case, was a case in which -- it was a
20 collection case in which there were two judgments in Los
21 Angeles County, then a third judgment was procured in
22 San Francisco which was inconsistent with the first two
23 judgments. And on that basis the court held that res
24 judicata slash collateral estoppel did not apply,
25 apparently on the basis of unfairness or impossibility.
26 Has no application here.

27 The other two cases are even less
28 applicable. The first one, which was the State of

1 California -- City of Sacramento versus State of
2 California case, deals with the so-called public
3 interest exemption. In that case there was an issue
4 regarding taxation and reimbursement decided against the
5 State of California. And then on a subsequent case the
6 issue was whether that precluded all of the citizens
7 from the State of California and the municipalities from
8 litigating the issue over. The court said, no, it
9 didn't because it's a public interest. Just because the
10 state is precluded doesn't mean the citizens are
11 precluded. The court also said that the individual
12 claims that were litigated are precluded.

13 So if you apply that case to this situation
14 what you would say is, well, Mr. Armstrong's individual
15 claims were litigated. That case really was an issue of
16 privity, whether the state was in privity with the
17 citizens so the doctrine could apply.

18 The Kopp case, which is the third case that
19 they cite, if you read it it's pretty clear that what
20 the court is concerned with is that a federal court
21 decided an issue of state law that had to do with fair
22 political practices. The court had a long discussion
23 about how the federal courts -- in many states you can
24 certify issues to them, but we don't have it here in
25 California.

26 And it's pretty clear that the reason why
27 that case held that collateral estoppel didn't apply was
28 because the court wanted the California courts rather

1 than the federal court to decide that issue.

2 So none of these three cases has anything to
3 do with this case.

4 THE COURT: So here's my question. The
5 contract between the parties was based on consideration
6 of the church paying \$800,000 to Mr. Armstrong. So now
7 we have subsequent actions where Mr. Armstrong continues
8 to have monetary liquidated damages imposed against him
9 for his violation of the settlement agreement.

10 MR. WILSON: Right.

11 THE COURT: Okay. So what happens when we
12 reach the point that he has an obligation to pay the
13 church more than what he received? What about that?
14 How does that affect the rights between the parties?

15 MR. WILSON: Doesn't affect it at all.

16 THE COURT: Because?

17 MR. WILSON: Because the liquidated damages --
18 he bargained for -- he bargained for the liquidated
19 provision that provided for \$50,000 for each breach.
20 That was in the nature of incentive for him not to
21 breach.

22 THE COURT: So your position is once he made
23 that deal he forever gave up his rights to speech
24 against the church?

25 MR. WILSON: He did. He took \$800,000 for it.
26 I mean, otherwise it would be, okay, well, I took
27 \$800,000 so I guess, you know, I shouldn't -- what,
28 that's 40 breaches, so after 40 breaches I can't be

1 punished? There's no law, I mean there's nothing that
2 would support that.

3 THE COURT: Okay. Anything else?

4 MR. WILSON: No.

5 THE COURT: All right.

6 Mr. Greene.

7 MR. GREENE: Okay.

8 First, Your Honor, it's absolutely true that
9 there was litigation through summary judgment.
10 Obviously the number of problems that we have, and what
11 our position is, is that with respect to summary
12 judgment that there wasn't an actual litigation of the
13 issue because Judge Thomas wouldn't really look at the
14 issues.

15 For example, the ITT versus Dooley case,
16 which is the case that says you can contract away your
17 first amendment rights, says that in order to do so
18 there has to be something akin to a constitutional
19 waiver. That the contracting away has got to be
20 knowing, it's got to be voluntary, it's got to be
21 intentional.

22 Although we raised it, he refused to address
23 that and made a legal not a factual determination with
24 respect to that issue.

25 THE COURT: Doesn't the settlement agreement
26 say there was a knowing, voluntary entering into the
27 settlement agreement?

28 MR. GREENE: The settlement agreement says

1 that. And that brings us quickly to what Judge Thomas
2 did, which was to look at the four corners of the
3 agreement and say, that's it, this is enough, I'm not
4 going to hear any evidence about what the circumstances
5 were. I'm not going to hear any evidence about what the
6 intention of the parties were. I don't need to go any
7 further than that.

8 That's where our position before you is.
9 Mr. Armstrong never had an opportunity to have his day
10 in court. He never had an opportunity to litigate what
11 the agreement really meant.

12 Now, in order for Mr. Armstrong to be able
13 to do that the agreement itself has got to contain some
14 sort of intrinsic ambiguity. If you don't have an
15 intrinsic ambiguity in the agreement, you don't get to
16 go outside the agreement. You -- you don't get to rely
17 on extrinsic evidence as a means of making a decision of
18 what the intention of the parties were.

19 And in this particular agreement, for
20 example in paragraph 7(i), what we tried -- what I tried
21 to do, because I represented Mr. Armstrong then, was to
22 say that the agreement -- the theory of our defense was
23 that the agreement was mutual. Both sides had to shut
24 up about each other. And that Scientology started to
25 disparage Mr. Armstrong in the press, in other court
26 cases and other contexts, and that he responded to that,
27 and that, in the provisions and the understanding of the
28 parties, was that it was going -- that the agreement was

1 mutual and gag orders in affect were mutual. Once
2 Scientology started to disparage Armstrong publically,
3 at that point they couldn't enforce that provision
4 against him when he started to respond. We never got to
5 go there because Judge Thomas refused to go beyond the
6 four corners of the document.

7 And so it's our position now, in front of
8 you, with respect to the strictures of res judicata and
9 collateral estoppel, that Mr. Armstrong never got an
10 actual opportunity to litigate his defense because Judge
11 Thomas, by making a legal not factual decision, made the
12 decision you don't get to go there.

13 THE COURT: So the defense would be what,
14 then, I got to say those things because they said things
15 about me?

16 MR. GREENE: Correct. The defense would be
17 that, with respect to the gag provisions, that as soon
18 as Scientology started to publically disparage Mr.
19 Armstrong as a criminal, publically disparage Mr.
20 Armstrong as an agent provocateur, distribute videotapes
21 they claim showed Mr. Armstrong's intent to try to
22 establish some sort of a -- generate a coup within
23 Scientology to take it over, and other things that we
24 think are ridiculous, but nonetheless disparaging, at
25 that point he was not required to prostitute himself in
26 front of Scientology and say you can run roughshod over
27 my reputation and person and say anything that you want
28 about me. And he did not bargain for that position. He

1 would never bargain for that position.

2 THE COURT: Okay. But this defense was raised
3 in the prior case between the parties, but because of
4 Judge Thomas's grant of summary judgment it wasn't --
5 there was no hearing on it.

6 MR. GREENE: That's right. That's right.

7 And his grant of summary judgment was a
8 legal decision, not factual decision. And since it was
9 not a factual decision then it does not fall within the
10 strictures of res judicata and collateral estoppel.

11 THE COURT: So what's your authority for the
12 position that if the church began to disparage Mr.
13 Armstrong he was free to disregard his obligation under
14 the contract?

15 MR. GREENE: I certainly have it. If you can
16 give me a couple of minutes. I wasn't quite --

17 THE COURT: All right.

18 MR. GREENE: Do you want me to do that now?

19 THE COURT: But I'm interested in knowing what
20 that is. What's your response to the question that I
21 asked Mr. Wilson about the \$800,000 and whether or not,
22 when Mr. Armstrong's penalties have reached what he
23 received, does that affect his obligations under the
24 contract that he has with the church?

25 MR. GREENE: To be candid with you I haven't
26 thought about it. I mean, I could give you my quick and
27 obvious response which would be end of obligation, but
28 it really wouldn't be sincere because I really haven't

1 thought it --

2 THE COURT: I notice it wasn't raised, but
3 it's something that occurred to me. It's dangerous when
4 judges start thinking of issues themselves.

5 MR. GREENE: We're glad to have a thinking
6 judge.

7 THE COURT: All right.

8 Anything else you wanted to say?

9 MR. GREENE: Yes, Your Honor.

10 I would just add that given the nature of
11 what's transpiring, given the nature of what Mr.
12 Armstrong's comments and alleged breaches have been and
13 are, and the place that kind of discussion has in the
14 marketplace of ideas and the analysis of different --
15 the place of different organizations in our democracy,
16 that that does have a public interest component and has
17 a strong component and that based on that also provides
18 the reason for there to be a full and fair airing of the
19 issues which has not ever taken place.

20 Finally, and maybe this would respond a
21 little bit to your question about what happens when he
22 accumulates enough liquidated damages hits to equal the
23 consideration that he got, if that -- if there was no
24 washout the injustice to Armstrong would be forever.
25 Scientology could say whatever they want about him. He
26 would be effectively gagged and tied. And if he refused
27 to be gagged and tied, and if he made the choices to
28 speak out and tell the truth as he knew it, the range of

1 punishment for doing that would be limitless. That's
2 just simply unfair and unjust.

3 And based on the injustice exception to the
4 rule of res judicata we would submit that this
5 proceeding is worthy of a full hearing.

6 MR. WILSON: May I?

7 THE COURT: I mean, I guess my concern is all
8 of those things that you say about free exchange of
9 ideas and first amendment are more true than when
10 there's an acceptance of money and the agreement to not
11 do that. In some ways Mr. Armstrong's main problem is
12 signing the settlement agreement. And he -- that was
13 his deal.

14 So why should the court ignore the contract
15 that he signed on for?

16 MR. GREENE: Well, the deal, also, Your Honor,
17 was not -- it was -- it was a strange deal.

18 The way the deal worked was that Michael
19 Flynn, who is Mr. Armstrong's former lawyer, had a
20 stable of clients that were suing Scientology.
21 Scientology gave a lump sum of money to Flynn to get rid
22 of all of the cases. Shortly after, a jury in Los
23 Angeles found, after a 90-day trial, awarded \$30 million
24 to Lauren Wollersheim. Scientology had a big interest
25 in getting rid of all the cases against them. Flynn got
26 this lump sum of money. Armstrong was one of --
27 probably the lead client in Flynn's stable, so there was
28 another agreement that past between Armstrong and Flynn

1 and all of the rest of Flynn's clients. There is
2 nothing in that agreement about consideration for
3 keeping your mouth shut.

4 And what -- for Armstrong, what made that
5 palatable, aside from any issues of duress that he was
6 under, was that it was going to be mutual. That there
7 was mutual silence, mutual leaving one another alone.
8 And he abided by that until Scientology started to
9 attack him publically, then he responded.

10 So that's what makes the difference.

11 If he got \$800,000 to keep his mouth shut,
12 and Scientology kept their mouth shut about him, then
13 your question, in my mind, would have greater validity.
14 But the core issue is this issue of what was the
15 position of the parties. I mean Armstrong, at the time
16 that he entered this agreement, had already been sued by
17 Scientology, gone through a 30-day court trial before
18 Paul G. Breckenridge, in Los Angeles, where Scientology
19 tried to shut Armstrong up there and Breckenridge
20 specifically found, in his memorandum of intended
21 decision, that Armstrong and or his lawyer could say
22 anything that they wanted to about Scientology. That
23 there wasn't any sort of a gag order.

24 And so when he had fought that hard and that
25 long to be able to speak, it just simply strains
26 credulity that he would say, sure, I'll enter an
27 agreement where you can say whatever you want about me,
28 and I can't -- I can't say anything back.

1 So that's -- the context of what the
2 agreement was is important. If the interpretation of
3 the intent of the parties is limited strictly to the
4 four corners of the document, then, yes, there's not
5 much I can say to your question.

6 THE COURT: Yes, Mr. Wilson.

7 MR. WILSON: Briefly.

8 What this all amounts to is that Mr. Greene
9 says Judge Thomas was wrong. I mean that's basically
10 what he's saying. This is not an appeal.

11 THE COURT: Well, he's also saying a summary
12 judgment is not a hearing on merits.

13 MR. WILSON: It is on merits. A summary
14 judgment is a hearing on the merits and Judge Thomas
15 made a finding with respect to this confidentiality
16 issue, this mutuality issue. In Exhibit 6 the court
17 finds that the portions of the agreement cited by the
18 defendant do not establish a factual confidentiality
19 requirement. Paragraph seven prohibits parties from
20 disclosing information in litigation between the
21 parties. Then he goes on about paragraph 18(d), only
22 prohibits disclosure of the terms of the settlement.

23 Defendant has not shown that plaintiff did
24 either of those things.

25 If Mr. Greene's argument is true, what that
26 means is that a summary judgment could never have
27 preclusive affect. That's what he's saying. Where is
28 the law? Where is the law that says that? There is no

1 law that says that. And it wouldn't make sense because
2 let's look at it this way, let's say I sue somebody and
3 I win on summary judgment. And it's kind of like here,
4 I have a contract. I sue on that contract. I win on
5 summary judgment. I sue on the contract again. And I
6 say now it's res judicata and I have another judge and
7 argument.

8 Well, it's not res judicata because you got
9 a summary judgment, you didn't have a trial, so now I
10 get a trial. That's totally backwards. To try to rely
11 on res judicata as a result of summary judgment means,
12 in Mr. Greene's world, that you get a trial in the
13 second trial where you didn't get one in the first
14 trial.

15 I mean, not only is there no law, it doesn't
16 make any sense. And imagine the results of that. Just
17 imagine what that would mean if you carried it forward.
18 You don't have preclusive affect on summary judgment.
19 There -- the cases on res judicata don't say that a
20 trial on the merits means evidence. That a decision --
21 doesn't say trial on merits. It says decision on
22 merits. This decision was on the merits of that issue.

23 And to put a further point on it, the
24 agreement itself says that it's an integrated agreement.
25 The agreement says that Armstrong can't say anything
26 about the church and it doesn't say that the church
27 can't say anything about Armstrong. And this notion
28 that somehow this leaves the church free to defame Mr.

1 Armstrong is not true because the agreement doesn't say
2 that Mr. Armstrong waives his right to sue the church
3 for defamation. If that's what he thinks happened,
4 that's his remedy.

5 The church isn't free to say whatever it
6 wants about Mr. Armstrong. It's only free to say what
7 it wants to say constrained by the law. The church is
8 constrained by the law not to defame Mr. Armstrong. Mr.
9 Armstrong says I can make a contract but I'm not
10 constrained by the law. I can make a contract, breach
11 it zillions of times, tell you I'm breaching it zillions
12 of times, thumb my nose at the court, and it's okay
13 because there's some weighty public interest here. Just
14 not true.

15 This is a contract action. He made his
16 bargain. It was -- it was a free, voluntary bargain.
17 That's been found by Judge Thomas. This is not an
18 appeal. This is a second case.

19 THE COURT: Submitted?

20 MR. WILSON: Submitted.

21 MR. GREENE: Almost.

22 THE COURT: Yes.

23 MR. GREENE: One more comment.

24 THE COURT: Yes.

25 MR. GREENE: I neglected to say that an
26 important -- very important part of this is that what we
27 have is Scientology attempting to employ a completely
28 one-sided contract to be able to pound on Armstrong in

1 court in the furtherance of their fair game policy that
2 says that enemies of Scientology can be sued, lied to,
3 tricked, or otherwise destroyed by Scientology without
4 any adverse consequences.

5 Our position is that the imprimatur of the
6 court on conduct like that has the effect of violating
7 the first amendment clause that prohibits the
8 establishment of a religion, that prohibits a conjoined
9 of religious doctrine and practices with the power of
10 the court.

11 It's dressed up as a contract action, but
12 when you look at what is going on, when you look at 131
13 internet postings and you look at a \$50,000 penalty for
14 each of those, it's not about breach of contract, it's
15 about making sure that Mr. Armstrong is quiet and
16 doesn't say anything critical about Scientology. Forty
17 breaches would be well in excess of \$800,000.

18 THE COURT: All right. The motion will stand
19 submitted.

20 Let's -- do you wish to give an opening
21 statement?

22 MR. WILSON: I don't mean -- well, I can give a
23 short one.

24 When might we have a ruling on that? I mean
25 it's sort --

26 THE COURT: When I make up my mind. I don't
27 know.

28 MR. WILSON: Okay.

1 THE COURT: But my --

2 MR. WILSON: Go ahead.

3 THE COURT: -- thought is we'll proceed in
4 trial. And if the motion is denied you'll be allowed a
5 rebuttal case.

6 MR. WILSON: Okay. I would request that if the
7 motion is denied that I'd like to know who Mr. Greene's
8 witnesses are because as you know there was no issue
9 conference statement filed. We have no idea what --
10 what their case is. And we might want some time to
11 prepare for it, I don't know.

12 THE COURT: Well, all right.

13 Who are your witnesses?

14 MR. GREENE: Right now my only witness is Mr.
15 Armstrong. I might also have his former counsel,
16 Michael Flynn.

17 THE COURT: All right.

18 MR. WILSON: If he wants to bring Michael
19 Flynn, I really think I need a chance to depose him.
20 First I've ever heard of that. And anyway, I will
21 briefly make an opening statement.

22 THE COURT: All right.

23 MR. WILSON: I think I probably said everything
24 that I needed to say in the opening statement.

25 This case started in 1986 when Mr. Armstrong
26 signed the agreement. Agreement was entered into
27 voluntarily, freely. Says it was entered into
28 voluntarily, freely. Mr. Armstrong took \$800,000 and

1 when it was spent he started breaching the agreement
2 claiming that, as Mr. Greene said, he had a right to do
3 it. Claiming that the agreement was mutual. Claiming
4 that there was duress. Claiming that there was fraud.
5 Claiming that there was freedom of religion, claiming
6 all these defenses. All of these defenses were
7 litigated, decided against Mr. Armstrong. 131 breaches,
8 we're trying to recover for today, were found to be
9 breaches of the agreement, by Judge Thomas, who also
10 found that the defenses were invalid.

11 The answer that Mr. Armstrong filed in this
12 case admits the 131 breaches. I haven't heard anything
13 today, yesterday, the day before, or before that, to
14 indicate that these breaches did not occur.

15 THE COURT: What relief does the church seek
16 in this action that it did not obtain from Judge Thomas?

17 MR. WILSON: The only relief that we seek is
18 damages for these breaches that we did not receive from
19 Judge Thomas. That's the relief.

20 THE COURT: All right. Why was that not
21 requested before?

22 MR. WILSON: I believe that the reason that it
23 wasn't was because when the breaches occurred the case
24 had been -- was over.

25 THE COURT: So these were subsequent to his --

26 MR. WILSON: I believe they were post-judgment
27 breaches.

28 THE COURT: Okay.

1 MR. WILSON: I'm virtually certain that they
2 were.

3 In any event, it would have required
4 amending the complaint and either -- or amending the
5 complaint and filing a new action. I suppose the church
6 had some hope that Mr. Armstrong would stop.

7 I can tell you that if Mr. Armstrong today
8 would like to pay the money back we'll rescind the
9 agreement. I mean this is not about the Church of
10 Scientology trying to be punitive. This is about the
11 Church of Scientology trying not to be a victim.

12 Your Honor, there's somebody in the audience
13 who thinks it's funny to laugh at something that I say
14 and --

15 THE COURT: I'll make sure our bailiff is on
16 that.

17 MR. WILSON: I don't know what that's about,
18 but I would ask that respect be given to everyone. I
19 wouldn't want anyone to laugh at what Mr. Greene does
20 and I don't --

21 THE COURT: I do ask everyone here be
22 respectful and maintain dignity of the courtroom.

23 Thank you.

24 MR. WILSON: This is about the Church of
25 Scientology not being Mr. Armstrong's victim. This is
26 about an institution.

27 THE COURT: So here's my question that I just
28 want to be clear on because we are talking about quite a

1 few facts. We're talking about 131 breaches being the
2 same that were already -- when we talk about them being
3 the same, what does that mean? I want to make sure that
4 if there's a collateral estoppel affect, res judicata
5 affect, that it's both sides.

6 Okay.

7 MR. WILSON: It means that the postings, 131
8 postings --

9 THE COURT: Have been admitted by Mr.
10 Armstrong?

11 MR. WILSON: Right. Were the same postings
12 that Mr. Armstrong was found to be in contempt of court
13 for violating the injunction for.

14 That's what it means.

15 THE COURT: Okay. Contempt, that was by whom,
16 was that Judge Smith then?

17 MR. WILSON: That was Judge Smith.

18 THE COURT: So you're saying 131 postings,
19 there was already this hearing -- this is yet a
20 different proceeding?

21 MR. WILSON: The 131 were the subject of an ex
22 parte application.

23 THE COURT: Okay. So today forms the basis of
24 the contempt proceeding, that's the one that there has
25 not been a sentence on?

26 MR. WILSON: That's the one that has not been
27 sentenced on.

28 THE COURT: All right. So you're saying there

1 has been a judicial determination that these 131
2 postings violated the settlement agreement between the
3 parties. And what's sought in this action are just the
4 monetary damages that would accompany that under the
5 liquidated damages provision of the contract.

6 MR. WILSON: Right.

7 THE COURT: Okay.

8 MR. WILSON: Right. That's correct.

9 THE COURT: And what is the case number for
10 the Judge Smith case that the contempt finding was made?

11 MR. WILSON: 15229, I think. 15229. I'm sorry,
12 three two's. 152229.

13 THE COURT: Okay. All right.

14 So that was ex parte?

15 MR. WILSON: And Mr. Armstrong filed
16 opposition. Mr. Armstrong's opposition to that is
17 exhibit --

18 THE COURT: I'm going to have the file brought
19 down.

20 MR. WILSON: -- exhibit 10. It's our exhibit
21 10 in your book. That's Mr. Armstrong's opposition.

22 So if you take a look at that opposition,
23 again Mr. Armstrong makes the arguments he made before
24 Judge Thomas. So you have basically two judges have
25 decided this case the same way against Mr. Armstrong.
26 And one of those was on the very breaches that we're
27 talking about here.

28 THE COURT: All right. And was there -- was

1 there a -- there was a hearing on that?

2 MR. WILSON: There was a hearing.

3 THE COURT: That was June 17th 2001?

4 MR. WILSON: Right.

5 THE COURT: All right. That was one that Mr.
6 Armstrong didn't appear for?

7 MR. WILSON: He did not appear.

8 THE COURT: Okay. I understand.

9 MR. WILSON: I can't remember whether he did or
10 not. I think he did appear. I think he appeared on the
11 phone.

12 THE COURT: I'm looking at the order of
13 contempt, your Exhibit 11. It says Armstrong made no
14 appearance.

15 MR. GREENE: He did not appear by phone.

16 THE COURT: He filed opposition and sworn
17 declaration.

18 MR. WILSON: Okay. He did file lengthy
19 opposition. That's correct.

20 THE COURT: Okay.

21 MR. WILSON: So our position is --

22 THE COURT: You're asking for monetary damages
23 for 131 postings and you're also saying that if Mr.
24 Armstrong wants to give the church the money back the
25 church will rescind the agreement?

26 MR. WILSON: That's right.

27 THE COURT: All right.

28 MR. WILSON: We made that offer to Mr.

1 Armstrong before.

2 I would also like to point out, just so the
3 court knows, that when I said that Mr. Armstrong was
4 free to enforce his rights not to be defamed, he
5 actually did at one point file a case in Nevada alleging
6 defamation and that case was decided against him, as
7 well.

8 So at this point I think the court is aware,
9 well aware of enough of the background, the facts of the
10 case, I can move to introduce the evidence --

11 THE COURT: Well, let's hear opening statement
12 from Mr. Greene.

13 MR. WILSON: -- unless Mr. Greene wants to
14 make an opening statement.

15 THE COURT: All right.

16 Mr. Greene.

17 MR. GREENE: Well, let me get some
18 clarification from you first, Your Honor.

19 My opening statement, in large part, depends
20 on whether or not we're allowed to assert any defense,
21 and/or whether we're going to be precluded or
22 collaterally estopped from doing so.

23 So I'm not quite sure how --

24 THE COURT: It's possible that both of those
25 could be true. It's possible that you're allowed to put
26 on evidence, but there is res judicata affect to the
27 evidence based on the previous court rulings.

28 MR. GREENE: All right. Well, I'm just going

1 to --

2 THE COURT: I mean, what, we have an in limine
3 motion that seeks to prevent you from introducing
4 evidence on the grounds that it's already been ruled on.
5 One possibility is that we go forward, that I hear your
6 evidence, but that does not mean that the court would
7 not find that this matter has been adjudicated already.

8 MR. GREENE: I understand. All right.

9 Gerald Armstrong was a highly dedicated
10 Scientologist. There was a time when, in Los Angeles,
11 or in Southern California, there was a massive shredding
12 operation because Scientology feared an FBI raid.
13 Gerald Armstrong was one of the people who participated
14 in the gathering up of all documents that showed any
15 control exerted over Scientology by its founder L. Ron
16 Hubbard.

17 In the process of doing that Mr. Armstrong
18 came across a number of boxes that contained papers
19 having to do with Mr. Hubbard's history, his past
20 accomplishments, his past education, his service in the
21 military. And Armstrong, being a dedicated
22 Scientologist, and revering Mr. Hubbard as a leader of
23 Scientology, saw that these boxes had tremendous -- of
24 documents had tremendous value and that the contents of
25 the boxes did not relate in any direct way to control
26 exerted by Hubbard over Scientology.

27 MR. WILSON: Excuse me, Your Honor.

28 MR. GREENE: Wouldn't be proper for those

1 things to be shredded.

2 MR. WILSON: I'm going to object to this on the
3 basis that the agreement says the parties hereto agree
4 that in the event of any future litigation between
5 plaintiff and any of the organizations, individuals, or
6 entities listed in paragraph one, that any past action
7 or activity either alleged in this lawsuit or activity
8 similar in fact to the evidence that was developed
9 during the course of this lawsuit will not be used by
10 either party against the other in any future litigation.

11 In other words, the slate is wiped clean
12 concerning past actions by any party.

13 THE COURT: Well, I'm going to allow him to
14 make an opening statement.

15 MR. GREENE: Thank you, Your Honor.

16 So Mr. Armstrong recognized the historical
17 value of Mr. Hubbard's papers, petitioned Mr. Hubbard
18 for permission not to shred them but instead to save
19 them and archive them. That permission was granted.

20 Mr. Armstrong then became the personal
21 archivist for L. Ron Hubbard, started to archive what
22 ultimately turned out to be approximately 120 boxes full
23 of documents which addressed Hubbard's past history,
24 accomplishments, education.

25 In the process of indexing these documents
26 Mr. Armstrong came to see that the representations that
27 Scientology made to the public at large about the
28 history, accomplishments, and past of Mr. Hubbard,

1 weren't true. That Mr. Hubbard was presented in a
2 manner that was highly grandiose, and that the
3 historical documents did not support or confirm.

4 Mr. Armstrong then raised the issue within
5 the Scientology hierarchy that given the fact that how
6 Scientology held Mr. Hubbard out was not true, it was
7 putting both Mr. Hubbard and Scientology at risk for
8 some investigative reporter to start to dig around and
9 come to the conclusion and publish the rumors that
10 Scientology was a fraud, that Hubbard was a fraud.

11 Mr. Armstrong ardently lobbied for accuracy
12 in presentation. The way that Mr. Armstrong's efforts
13 were responded to were heavy-handed. There's something
14 Scientology called security checking, which is a form of
15 interrogation to see whether or not someone harbors
16 intent that's evil or contrary to what the goals of
17 Scientology are.

18 When Armstrong found out that he was slated
19 for security checking as a response to his effort to
20 have Scientology be honest about who Mr. Hubbard was, he
21 knew that he was in trouble.

22 In the process of going through and
23 reviewing the documents that he had done for an
24 extensive period of time, and comparing that review with
25 the representations that Scientology made about Hubbard,
26 Jerry Armstrong, in effect, deprogrammed himself from
27 the influence of Scientology and from its ideology that
28 he for years and years had been indoctrinated with.

1 Started to be more freethinking.

2 So what he did was to see that he was in
3 trouble. And he made the decision that if he stayed
4 within Scientology harm was going to come to him. And
5 he knew, because of intimate familiarity with
6 Scientology's fair game policy, that if he left
7 Scientology he was going to become fair game. That at
8 that point the massive institutional clout of
9 Scientology was going to be brought to bear personally
10 on him in order to destroy him legally, or by any other
11 means, because in Scientology there is a strict
12 dichotomy between those who are Scientologists and those
13 who are in the outside world, where those who are the
14 outside world really are inferior people, especially
15 those in the outside world who take action that's
16 contrary to the goals of Scientology and contrary to
17 what Scientology wants to have happen. At that point
18 such a person can be declared fair game or rather be
19 declared suppressive then become subject to the fair
20 game policy.

21 Armstrong knew that if he left that he was
22 going to be declared a suppressive person and the fair
23 game policy was going to come down on his head.

24 At the time Armstrong was also working with
25 a biographer, named Mark Garrison, writing a biography
26 of Hubbard. And so when Armstrong left he knew that he
27 had to protect himself. And the way, ultimately, he
28 protected himself was by getting a copy of a lot of the

1 historical documents from Garrison which then Armstrong
2 gave to his attorney Michael Flynn.

3 At that point Scientology got wind of it and
4 sued Armstrong, sued Armstrong for breach of fiduciary
5 duty, sued Armstrong for conversion of documents.

6 That's the case that was tried before Judge
7 Breckenridge. That case took about 30 days. And the
8 result was an extensive judicial opinion that found
9 Armstrong's testimony and the testimony of his witnesses
10 to be highly credible and consistent, found that
11 Scientology, before Breckenridge, was as it had been
12 before a judge in France who had characterized them
13 as -- as abusing the confidences of parishioners, of
14 possessing, through this, where I described earlier,
15 this process of security checking, to variant something
16 called auditing which is the use of a crude lie
17 detector, an electro-psychometer that Scientology called
18 an E-Meter. So the person who is being audited holds on
19 to two electrodes and the auditor asks a series of
20 questions that are written out and then records all of
21 the person's responses. And increasingly the auditing
22 process penetrates the most intimate details of an
23 individual's psychology. So everything that you've ever
24 done, or that you feel the slightest bit guilty about,
25 or slightest bit ashamed about, is stored in what are
26 call pre-clear folders.

27 So Breckenridge talked about how, before
28 him, the evidence which had been presented by Armstrong

1 and his witnesses, put all of them at risk because they
2 knew that all of these most intimate disclosures of all
3 the dirt in their life, basically, could be used and
4 would be used against them. He found that -- that
5 Hubbard was a pathological liar, clearly schizophrenic,
6 while possessing tremendous charisma, and probably some
7 genius, that there was also a side that was very dark,
8 that was very controlling, and that the Scientology
9 institution reflected that. And that the controlling,
10 dominating nature of Scientology was expressed through
11 fair game.

12 And Breckenridge, in some of the most
13 explicit language that I ever read from a judge,
14 condemned fair game and condemned Scientology for using
15 it. Found in favor of Armstrong.

16 THE COURT: This is when?

17 MR. GREENE: This was in July of 1984. June
18 1984.

19 Now, when Armstrong responded to
20 Scientology's action against him, he filed a
21 cross-complaint because -- I mean, included in
22 Breckenridge's opinion was a lot of material about how
23 Scientology's private investigators had tried to run
24 Armstrong down in a car, that there was a lot of clearly
25 criminal activity that was directed at Armstrong as part
26 of the fair game policy. That fair game policy wasn't
27 just a bunch of nasty words that were written down.
28 These words were taken very, very seriously, put into

1 action.

2 So because of all of this Armstrong had a
3 cross-complaint for fraud and intentional infliction of
4 emotional distress which was severed. It was not tried
5 at the same time that Scientology's case against
6 Armstrong was tried before Breckenridge, it was waiting
7 in the wings and pending.

8 Now it's with respect to that case,
9 Armstrong's cross-complaint against Scientology, that's
10 what got settled. That's what the \$800,000 was for.
11 \$800,000 was not for Armstrong to be -- to be gagged and
12 put in some -- some sort of constitutional pillory. It
13 was to get rid of that cross-complaint.

14 At the time of the settlement, which was
15 December of 1986, there were, I think, in the L.A. area,
16 it was something between eight and twelve parties that
17 Flynn represented that were part of this global
18 settlement agreement. There were also other settlement
19 agreements of Flynn clients against Scientology in
20 various parts of the country. One in Boston, the Garety
21 ones; and in Florida, which were the McLean ones,
22 including David Cazares, former mayor of Clearwater,
23 also pending claims against Scientology because the fair
24 game policy.

25 All of those were settled. All of those had
26 gag agreements. Those settlements took place all in
27 1986. And it was in July of 1986, that, as I adverted
28 to earlier, a L.A. county jury awarded Lauren

1 Wollersheim \$5 million in compensatory damages and \$25
2 million in punitive damages. Now that award,
3 subsequently on appeal, was slashed drastically to two
4 and a half million, but at the time it stood.

5 And with a jury in L.A., middle of the
6 summer of 1986, stinging Scientology that hard, they had
7 a lot of exposure. They had a lot of reason to put
8 these cases to bed and to shut people up because really
9 what the perniciousness was of the gag agreements was
10 that it completely eradicated people who had been --
11 there were ex-Scientologists then, who had been members
12 of Scientology for a long time, they were highly placed
13 and knew how the organization operated on a first-hand
14 basis. So as a stable of witnesses they were absolutely
15 deadly.

16 Now Flynn was -- did not represent all of
17 these people and had not become under the aim of the
18 fair game policy himself. I mean, if you litigate
19 against Scientology, contempt motions, state bar
20 complaints, lawsuits, that's all heat in the kitchen.
21 With Flynn it was even more. I mean I won't go into all
22 of that, but there's a point where there was water in
23 the gas tank of his airplane, his wife left him, and he
24 wanted out. And he made it clear that he was going to
25 get out and that if everybody didn't go along he wasn't
26 going to be there. Mike Flynn was a champion of all of
27 these people.

28 So there was a lot of reason for Scientology

1 to settle and fair game provided a big lever to assist
2 in the accomplishment of such settlement. And Armstrong
3 was right in the middle of it. So I think it's December
4 6, or 11th, 1986, is the settlement date. And Armstrong
5 signed, there's a videotape, probably come to it, I'll
6 show the videotape. Armstrong abided by the agreement.

7 Now the -- but to make it clear, again the
8 \$800,000, Scientology didn't know what that amount was,
9 they didn't pay 800 grand to Jerry Armstrong, they paid
10 some untold millions to Flynn. It was his job to put
11 all his clients to bed and to get them to agree.

12 So the actual settlement was a little bit
13 different in that regard.

14 Just to go back for a second to the
15 Breckenridge litigation. There was some tapes in the
16 litigation that now have become subject of some of the
17 leading precedents involving the crime fraud exception
18 to the attorney-client privilege. United States versus
19 Zoller.

20 THE COURT: I feel that we're getting --

21 MR. GREENE: Too far afield?

22 THE COURT: -- pretty far off topic for what
23 we're here for today.

24 MR. GREENE: Let me go to the fact that in the
25 discussions with respect to the liquidated damages
26 provision there was no talk, there was no bargain, there
27 was no discussion. It was presented to Armstrong and
28 that was that, that was it.

1 THE COURT: Didn't he have to sign it?

2 MR. GREENE: No, he didn't have to sign it
3 except that if he didn't sign it, it was going to
4 preclude everybody else who was clamoring to sign and to
5 be released. And there was pressure from his lawyer
6 because if he didn't sign it his lawyer was going to
7 leave. And there was the threat of fair game.

8 So no, he didn't have to sign it, but there
9 was -- his signing was not free of coercion. And also
10 his signing certainly did not include any kind of advice
11 that, Mr. Armstrong, after you sign this agreement we're
12 going to start making public representations about how
13 you're a criminal, and how you're an agent provocateur,
14 and overall bad guy. And you know what, because you
15 signed this agreement you have to keep your mouth shut.

16 THE COURT: All right. I got that. You told
17 me about that.

18 MR. GREENE: All right. Now, at the time that
19 Mr. Armstrong did sign that, I mean he's not stupid, and
20 he saw that there -- that the agreement appeared to be
21 one-sided. And he asked Mr. Flynn, "what's the story
22 with this?" Mr. Flynn, "you can't contract away your
23 first amendment rights. It's not worth the paper it's
24 written on."

25 So Armstrong -- the agreement is signed,
26 litigation put to bed, Armstrong goes on with his life.
27 Then the representations start coming to him about what
28 Scientology is saying to the L.A. Times, what

1 Scientology is saying in litigation in England trying to
2 suppress the publication of a book critical of
3 Scientology, what -- there's a movie or a video
4 distributed that was edited that was supposed to support
5 the claim that Armstrong wanted to take over Scientology
6 and was trying to form a company within.

7 At that point, at first he's quiet then they
8 keep going. He starts to respond. Then there's -- then
9 he gets served with a subpoena in litigation involving
10 Bent Corydon who wrote a book called L. Ron Hubbard,
11 Messiah or Madman? And it was, with respect to that,
12 Armstrong is served with a subpoena.

13 Then he gets some phone calls from Lawrence
14 Heller, who was one of the people present at the actual
15 signing of our agreement here. And Heller tells
16 Armstrong that if he in any way responds to the
17 subpoena -- because you'll see in the agreement part of
18 his obligation was to avoid service of process. The
19 spirit of the agreement really revealed through some of
20 the terminology, through the one-sidedness on one hand,
21 and some of the actual language --

22 THE COURT: Let me ask you this question, have
23 you seen Judge Smith's order of contempt from July 13 of
24 2001?

25 MR. GREENE: No.

26 THE COURT: Okay. So what strikes me, in
27 listening to your opening statement, is a lot of the
28 evidence that you're describing is not -- does not

1 really relate to this action, but could be -- it might
2 be evidence in connection with Judge Smith's order,
3 because I'm just looking at Judge Smith's order of
4 contempt where he finds that -- he says: It is hereby
5 adjudged, ordered, decreed that defendant Gerald
6 Armstrong is guilty of contempt of court for his
7 intentional and willful failures to obey the orders
8 described above. The order is valid and enforceable.
9 Armstrong had notice and knowledge of the order. Had
10 the ability to comply with the order and repeatedly and
11 admittedly willfully disobeyed the order. The court
12 notes that there are two outstanding bench warrants
13 which resulted from two previous contempt convictions
14 which also arose out of Armstrong's violation of the
15 order. The court will not impose the specific
16 punishment at this time. However, this court retains
17 jurisdiction and at such time as Armstrong is
18 apprehended he is to be brought before this court for
19 consideration of additional sanctions for the aforesaid
20 acts of contempt after hearing from both sides.

21 So I'm thinking what may make sense, from a
22 litigation economy standpoint, I see that Judge Sutro
23 has recused himself from the 152229 case and I now have
24 that in this department. And I'm thinking that what
25 makes sense is to consolidate these two matters and have
26 the contempt -- further hearing on contempt citation
27 heard at the same time as the trial on this matter.

28 MR. GREENE: We would have no objection to

1 that.

2 MR. WILSON: Neither would we.

3 THE COURT: All right. So why don't you take
4 a look at this. I'll give you a moment to take a look
5 at this order. Let's take a ten-minute recess and then
6 we'll resume.

7 All right. The rest of the file is now in
8 court. So if anybody wants to look at it it's here.

9 (Whereupon, a recess was taken.)

10 THE BAILIFF: Remain seated. Come to order.

11 Court is now in session.

12 THE COURT: Your client is where?

13 MR. GREENE: I think he just went out in the
14 hallway.

15 THE COURT: Well, I would like to have him
16 here because I'm going to --

17 MR. GREENE: Let me get him.

18 THE COURT: All right.

19 So one of the issues before us is this one
20 about the outstanding warrants.

21 So Mr. Armstrong is present in court today.
22 So I'm going to take his presence as an appearance on
23 the warrants.

24 MR. GREENE: Yes, we'd like that.

25 THE COURT: All right. I am going to order
26 his personal presence during the trial of this matter
27 which means you are not -- you must come to court every
28 day that we are in session. To not come to court would

1 be a violation of the -- of my order for which
2 additional bench warrants could issue. Okay. Also
3 because I am treating this now as a hearing on the
4 sentencing that Judge Smith set.

5 All right?

6 MR. GREENE: Yes.

7 THE COURT: Okay.

8 So let's see, you were doing your opening,
9 and maybe we can finish that.

10 MR. GREENE: I can.

11 MR. WILSON: May I -- I'm a little bit
12 confused. The sentencing -- so this is the same
13 proceeding?

14 THE COURT: I think it makes sense rather than
15 having two hearings on the sentencing that was set by
16 Judge Smith.

17 MR. WILSON: I think it makes some sense. I'm
18 concerned because all of these things were already
19 brought up four, five times before.

20 THE COURT: Which does not, as I mentioned,
21 does not -- we still have the issue of res judicata.

22 MR. WILSON: Right.

23 THE COURT: But the issue on contempt --

24 MR. WILSON: I understand.

25 THE COURT: -- could be slightly different.

26 In other words --

27 MR. WILSON: I understand.

28 That's why I urge the court to rule on the

1 motion in limine as soon as possible.

2 THE COURT: I understand.

3 MR. WILSON: I'm sure you know that already.

4 THE COURT: I do know that, but it never hurts
5 to be reminded.

6 All right. Mr. Greene.

7 MR. GREENE: Thank you.

8 THE COURT: So obviously there has been a lot
9 of litigation relating to the parties in this action,
10 not all of it is necessarily relevant.

11 MR. GREENE: Correct. I don't intend to --

12 THE COURT: Thanks.

13 MR. GREENE: -- branch out any more than I
14 have.

15 So when -- after Mr. Armstrong had telephone
16 conversations with Mr. Heller, where Heller told
17 Armstrong that if Armstrong responded to the subpoena
18 Heller would consider it to be a violation of the
19 agreement, Heller brought a motion for protective order.

20 The only reason I'm bringing that up is
21 because in the motion for protective order, and in
22 Heller's supporting declaration, Heller, one of the
lawyers that was involved in crafting the agreement,
Heller makes the representation that the agreement was
not a one-way proposition against Armstrong. That there
is some bilateral affect with respect to both sides
saying quiet and, in his words, keeping peace.

That, if the court gets beyond the four

1 corners of the document, raises an important issue of
2 fact. One of the -- during the break, when I was
3 reading the contempt order, what came primarily to mind
4 is the issue of whether or not, when confronted with
5 being attacked or disparaged by Scientology, Mr.
6 Armstrong is capable of keeping his mouth shut. I don't
7 think that he is. I don't think any human being could
8 be.

9 It's something like someone who has been a
10 rape victim, and being told you cut a deal with your
11 rapist and you have to keep your mouth shut about it.

12 There is some things I think that go to the
13 guts of being human. There are some things that in the
14 guts of being a human have to do with telling the truth,
15 have to do with being a good person, have to do with
16 helping people who have been hurt in a way that -- with
17 respect to which one has intimate first-hand knowledge.
18 And with respect to that, I don't know if it's humanly
19 possible to suppress justice in oneself, to suppress
20 love of people in oneself, to suppress love of the truth
21 in oneself and to simply say I no longer am willing or
22 can do the right thing.

23 I don't know, in general, for an honest
24 person, whether that's possible. For Mr. Armstrong, I
25 don't think that it is. It's like there's decades of
26 his life and those decades are supposed to disappear.
27 Those decades that had everything to do with his
28 idealism, had everything to do with, as a young man,

1 developing his sense of right and wrong, are supposed to
2 be cut out and discarded. Maybe he could do that if he
3 didn't get hammered and lied about. But when he did, I
4 don't think there's any way that he could keep his mouth
5 shut.

6 So what's going on, in my view, here, it's
7 not contract. It's one man who's had the courage to
8 stand up against a horribly pernicious organization and
9 tell the truth irrespective of the consequences. In one
10 person's eyes he may be a hero, another person's eyes a
11 scofflaw and a bad guy.

12 So I don't think I need to say any more.

13 THE COURT: Thank you. All right.

14 MR. WILSON: Your Honor, at this time we move
15 for judgment. Mr. Greene has not said one thing that
16 amounts to a defense in this case.

17 First of all, there has been no offer of any
18 proof that the breaches didn't occur. So we can get
19 beyond that. They occurred.

20 The only thing we've heard, essentially, is
21 that Mr. Armstrong was hoodwinked by his prior counsel,
22 or pressured by his prior counsel.

23 Now, let's just assume that wasn't already
24 litigated a zillion times. I'm exaggerating, there was
25 only three. Let's assume it wasn't litigated three
26 times. It's not a defense. There is no defense to a
27 contract that says if your lawyer misadvises you, you
28 don't have to perform. Sue your lawyer. As we know

1 people are not exactly reticent to do that. If that was
2 the problem, he could sue his lawyer.

3 The only other stuff we've heard is what
4 happened before 1986. Now, I won't concede that it's
5 relevant for the contempt, but let's just assume that it
6 is and that's why we're going to talk about it. It's
7 sure not relevant for the defense of this action. That
8 in fact shows why the contract should be enforced. We
9 had bitter litigation. There was a reason for the
10 church to settle. No one denies that. There was a
11 reason for Mr. Armstrong to settle. No one denies that.

12 To try to engraft what Mr. Greene's defense
13 is, is that he says, well, really this contract didn't
14 say what it said, it really said something else, it
15 really said that the church shouldn't say anything about
16 Mr. Armstrong.

17 Well, of course it didn't say that. And
18 what it did say was that it was an integrated agreement.
19 So that is not a defense. To say that an integrated
20 agreement says something that it didn't say, is not a
21 defense. And there's -- there's no argument, no
22 evidence, that it was ambiguous. There's nothing in
23 this agreement that even could be construed or stretched
24 to say that the church had to remain silent. And that's
25 really all that Mr. Greene has said.

26 And I think the most telling thing that Mr.
27 Greene said was at the end of his statement where he
28 said, "this is not about contract." Well, excuse me, it

1 is. There's a complaint. It says you breached this
2 agreement. He admits he breached the agreement. It's
3 not a defense to come in and say it's not a contract.

4 So even if there was no preclusive affect of
5 res judicata or collateral estoppel, Mr. Greene has not
6 told you any fact, not one, that would be a defense to
7 this agreement. And then of course I'm not going to
8 reiterate the arguments that we made in our motion in
9 limine, but I would just mention them that in fact every
10 single argument that Mr. Greene has made, has intimated,
11 has suggested, was made before. And two judges of this
12 court ruled against him.

13 And what we're going to have is this
14 unfocused -- if our motion isn't granted, if the motion
15 in limine isn't granted, judgment isn't entered -- is an
16 unfocused circus of irrelevancy, upon irrelevancy, upon
17 irrelevancy.

18 For example, Mr. Greene says we have this
19 fair game policy. Well, that policy was cancelled in
20 1968, '69. I'm not saying that so that you'll believe
21 me that it was. I'm just saying that that's what we're
22 going to be proving.

23 So we're going to take what is a very simple
24 case and turn it into Barnham and Bailey.

25 THE COURT: How much has the church recovered
26 in liquidated damages on the amount of the settlement?

27 MR. WILSON: Zero.

28 THE COURT: Has gotten a judgment?

1 Has language in it talking about how the
2 purpose of the agreement is that the slate now, between
3 Armstrong and Scientology, is to be wiped clean.

4 THE COURT: Right.

5 MR. GREENE: That was never litigated. That's
6 language of mutuality. That's, I submit, sufficiently
7 ambiguous to allow for resort to extrinsic evidence in
8 order to make a determination of what the intent of the
9 parties was.

10 Our -- as I stated, I'm not going to
11 reiterate what I stated. Our position simply is that it
12 worked both ways. And that at the point that
13 Scientology started to talk about disparage Armstrong,
14 they could no longer enforce the same thing against him.

15 THE COURT: So in other words --

16 MR. WILSON: May I respond?

17 THE COURT: In a minute.

18 In other words, there is no dispute but that
19 the 131 violations occurred, but there is a dispute as
20 to whether they were justified?

21 MR. GREENE: That's a fair way to put it.

22 THE COURT: All right.

23 MR. GREENE: To characterize it in my own
24 language, there is no dispute about Mr. Armstrong having
25 engaged in that conduct. How that conduct is to be
26 interpreted is what's at issue.

27 We are not admitting that that conduct
28 violated anything.

1 THE COURT: I understand.

2 Are you done?

3 MR. GREENE: Yes.

4 THE COURT: Yes.

5 MR. WILSON: The paragraph that Mr. Greene
6 pointed you to, paragraph 7(i), specifically says that
7 the parties agree, in the event of any future
8 litigation, they won't raise anything that's happened
9 before. Then the last sentence says, in other words,
10 this slate is wiped clean. It's very clear that
11 paragraph applies to litigation. And in fact this is
12 another issue that Judge Thomas specifically ruled on in
13 which he said, I think I read it to you earlier, that
14 paragraph 7(i) applies in litigation. And there has
15 been no suggestion that in litigation the church has
16 done anything that's in violation of paragraph 7(i),
17 although I think you just saw Mr. Greene violate it
18 today.

19 THE COURT: Submitted?

20 MR. WILSON: Submitted.

21 MR. GREENE: Paragraph 4 and paragraph 17(d)
22 and (e) also go to ambiguity.

23 THE COURT: Paragraph 4?

24 MR. GREENE: First sentence.

25 THE COURT: Talking about mutuality?

26 MR. GREENE: Yes.

27 THE COURT: And 17?

28 MR. GREENE: And 17(d) and (e) which is on page

1 15.

2 THE COURT: That there are mutual obligations
3 that each of the parties are undertaking.

4 MR. GREENE: Yes. And that they will forebear
5 and refrain from doing any act or exercising any right
6 inconsistent with the agreement.

7 THE COURT: All right. All right.

8 I'm going to take this motion under
9 submission. I'm going to take a closer look at some of
10 the documents.

11 So don't go anywhere. I'm just going to go
12 to my chambers and read some of these materials closer.

13 MR. WILSON: Thank you.

14 (Whereupon, a recess was taken.)

15 11:33 AM

16 THE COURT: All right.

17 Back on the record in Church of Scientology
18 versus Armstrong.

19 This is what my intention is, then I'll hear
20 from counsel after I let you know what my thinking is.

21 The court agrees with the motion for
22 directed verdict on the defenses. That is that none of
23 the circumstances that were described in the opening
24 statement by Mr. Greene amount to a defense in this
25 case. And it appears that there is no quarrel but that
26 these 131 acts did occur. And it's quite clear from
27 Exhibit Number 1, that the settlement agreement did
28 provide for liquidated damages for violating the terms

1 of the settlement agreement. And it also is quite clear
2 from the court's judicial notice that this matter has
3 been thoroughly litigated and that a trial is not
4 required for a final resolution of the matter.

5 So I do believe that these defenses have
6 been previously litigated, previously ruled upon, and
7 in addition the court has listened to the opening
8 statements of the defense. And even if those things
9 were proven to be true, there is no ambiguity in the
10 settlement agreement. And defendant, in accepting that
11 money, did undertake to abide by the terms and
12 conditions of the settlement agreement. And that
13 particular provision was not bilateral, it was
14 unilateral. So that even if the church said horrible
15 things about Mr. Armstrong, he is not justified to
16 violate the terms of the settlement agreement, but would
17 have other remedies under the law.

18 So where does that leave us?

19 Here is my thought.

20 Mr. Armstrong received a benefit under the
21 settlement agreement of \$800,000. And I think it would
22 be unconscionable to punish him beyond what the benefit
23 was that was conferred to him. He's previously been
24 sanctioned in the sum of \$300,000.

25 So my thought is to enter judgment for the
26 plaintiff, on the admitted violations, of \$500,000. And
27 in my view the bench warrants that have been previously
28 issued on the contempt citation, which call for, looks

1 like, around 30 days in jail, I would discharge the jail
2 and the contempt citation, the contempt punishment, with
3 the entry of the judgment of \$500,000.

4 I don't know that there is anything left to
5 try, but by granting a directed verdict on the defenses
6 doesn't necessarily mean that plaintiff gets a judgment,
7 but it seems that there has been an admission of the
8 violations. So I don't know that there is anything to
9 try. So I'll hear from counsel now.

10 MR. WILSON: Well, I agree with everything but
11 the last part.

12 THE COURT: Which was the jail?

13 MR. WILSON: Which was -- no. Which was, I
14 guess, the last two parts.

15 First of all, I think that we're entitled to
16 a judgment of 50,000 for each of the breaches. If we're
17 entitled to a judgment for 50 for one of them, we're
18 entitled to a judgment of 50,000 for each of them.

19 Even if -- I don't think there's any
20 authority to not do that.

21 THE COURT: Well, liquidated damages have to
22 be reasonable. I think it's unreasonable to go beyond
23 the amount that was paid to Mr. Armstrong.

24 MR. WILSON: If that's your decision, I would
25 ask that you recognize that the first 300,000 was
26 discharged in bankruptcy.

27 THE COURT: He's entitled to declare
28 bankruptcy.

1 MR. WILSON: I understand that, but what you're
2 saying is that then he can go declare bankruptcy again,
3 get out from the 500. I think at least it should be
4 \$800,000 on theory that he discharged the first 300.

5 THE COURT: All right.

6 MR. WILSON: Now let me talk about the
7 contempt. This wasn't a contempt of the church.

8 THE COURT: Court order.

9 MR. WILSON: That's right. It was a contempt
10 of the court, not once, not twice, three times. Three
11 times. And what's his excuse? What was Mr. Armstrong's
12 excuse for that? His excuse was that the church and
13 Judge Thomas were in conspiracy.

14 THE COURT: Well, I think his excuse was more
15 than that.

16 MR. WILSON: Well, that was one of the reasons.

17 I mean, the idea that Mr. Armstrong can --
18 although you've ruled for us, I understand that, I
19 appreciate it. What you've basically done is say, okay,
20 go ahead, leave, you'll never have to pay the church any
21 money. You'll never have to serve any time for having
22 deliberately violated three -- violated the court order
23 three times.

24 He needs to be punished for that or else
25 what you're saying is that anybody can do it.

26 THE COURT: Some people might consider a
27 \$800,000 judgment against them to be punishment.

28 MR. WILSON: Mr. Armstrong doesn't. He told

1 you he doesn't. He told you he's going to keep doing
2 it.

3 THE COURT: Okay.

4 MR. WILSON: And the only way -- the only way
5 that the church can get any satisfaction, or has any
6 chance of having Mr. Armstrong stop this is for the
7 court to tell him we're serious. We ordered you to
8 stop, we meant it. Stop. Go to jail. Do not pass go.
9 Do not collect \$200. He needs to be put in jail not
10 because he spoke out, because he thumbed his nose at the
11 court.

12 THE COURT: Okay.

13 MR. WILSON: Thank you.

14 THE COURT: Mr. Greene.

15 MR. GREENE: If I can just have a moment.

16 Your Honor, first we -- given your
17 reasoning, and with respect to having, in effect, no
18 defense, would agree with what your intended solution
19 is.

20 I would, in response to Mr. Wilson's
21 comments, say that by the fact of Mr. Armstrong's
22 appearance here shows that he's not thumbing his nose at
23 anybody. He's here because he recognizes the
24 seriousness of the proceeding. He came from Canada to
25 Marin County knowing that there were the prior contempt
26 citations. He's not a scofflaw, or some sort of bad
27 guy. He is a man of principle. And given the fact that
28 you, in addition to the other courts, have interpreted

1 the agreement as -- to be as one-sided as it is, we have
2 no objection to your proposed resolution.

3 MR. WILSON: May I ask a question?

4 If I felt -- let me proceed by statement.

5 If I felt that Mr. Armstrong would go forth
6 and violate the injunction no more, or if I felt there
7 was something -- let put it this way. If Mr. Armstrong
8 lived in Marin County and you said to him, okay, I'm
9 giving you a free pass, I wouldn't be as exercised as I
10 am because I feel that if you did that, and he did it
11 again, I would be in here and hopefully you would say,
12 okay, I see what you mean, it didn't work. But he's
13 going to go back to Canada. Haven't heard an apologize,
14 haven't heard I shouldn't have done it, haven't heard I
15 won't do it any more.

16 THE COURT: But you told me that the church
17 was willing to discharge the --

18 MR. WILSON: We would rescind the agreement.

19 THE COURT: Rescind the agreement if he gave
20 you the money back. The courts are not responsible for
21 collection. All we can do is issue orders. But given
22 the church's position I think returning to the church
23 the benefits that were conferred to Mr. Armstrong
24 reaches the same result.

25 MR. WILSON: Well, it would if he paid it.

26 THE COURT: Right.

27 MR. WILSON: Rescinding the agreement doesn't
28 mean you get a judgment and it doesn't get paid.

1 Rescinding the agreement means you pay the money back.
2 That's not what you have done. I mean I -- look, I
3 understand where you're trying to go. I respect it. I
4 understand the reasoning.

5 THE COURT: You just don't think it's going to
6 do any good.

7 MR. WILSON: It's not going to do any good.
8 You know, if he's going to pay the money back, fine,
9 we'll take the money, he can do whatever he wants.

10 THE COURT: It's a complicated arrangement the
11 parties find themselves into. They have a long history.
12 There's only so much the courts can do.

13 So I understand that the plaintiff would
14 like to have him jailed as a result, but --

15 MR. WILSON: Your Honor, it's not --

16 THE COURT: You want -- what you want --

17 MR. WILSON: Just abide by the agreement.
18 Either abide by it, or give us the money back. That's
19 what we want. We don't want to put the guy in jail.
20 And if he said -- he hasn't even said he'd stop. What
21 happens when he does it again?

22 THE COURT: I'm sure we'll find out.

23 MR. WILSON: Well, it would be nice to see if
24 we could -- to do something. And I think if he serves
25 some time in jail at least he'll know you're serious, at
26 least he'll know that's what's going to happen. But
27 right know he's going to walk out of here thinking, hey,
28 I got a pass.

1 THE COURT: Okay. Submitted?

2 MR. GREENE: Almost.

3 I'd just like to add, in terms of the
4 court's discussion of kind of the quid pro quo.
5 Scientology still retains the substantial benefit of
6 Armstrong's cross-complaint never having gone to trial.
7 Never there being any judgment. Never there being the
8 type of publicity that that would generate.

9 That's a substantial benefit.

10 THE COURT: All right.

11 Judgment is entered in favor of the
12 plaintiff and against the defendant in the sum of
13 \$500,000. And the time that was ordered on the contempt
14 citations is deemed served.

15 MR. GREENE: Thank you, Your Honor.

16 THE COURT: Thank you.

17 MR. WILSON: And you didn't say it, but I
18 assume no sentence on the third contempt.

19 THE COURT: The sentence that --

20 MR. WILSON: That was never sentenced.

21 THE COURT: It was -- I thought it was --
22 further sentence was --

23 MR. WILSON: Was withheld.

24 THE COURT: Let me just make sure.

25 There is a -- so the court did not impose
26 any sentence on this?

27 MR. WILSON: Right. So if I can take a third
28 bite at the apple. Sentence him on that one. Something.

1 THE COURT: All right.

2 So on the order of contempt issued July
3 13th, 2001, the court sentences you to five days in jail
4 and a fine of \$1,000. The fine is -- the fine is
5 concurrent with the judgment that's been rendered in
6 this action and the jail time is deemed served by your
7 appearance in court here today.

8 MR. GREENE: Thank you, Your Honor.

9 THE COURT: Thank you.

10 MR. WILSON: Thanks for your time, Your Honor.

11 THE COURT: Thank you very much.

12 (Whereupon, the proceedings were concluded.)
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1 STATE OF CALIFORNIA)
2) SS.
3 COUNTY OF MARIN)
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6

7 I, Deborah S. Bartunek, do hereby certify that I am
8 an official court reporter of the Superior Court of the
9 State of California, in and for the County of Marin, and
10 that as such I reported the proceedings had in the
11 above-entitled case, at the time and place set forth
12 herein;

13 That my stenotype notes were thereafter transcribed
14 into typewriting under my direction;

15 That the foregoing pages, numbered 3 through 63,
16 inclusive, constitute a full, true and correct
17 transcription of said notes.

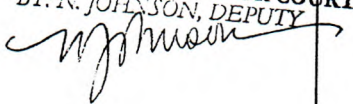
18
19 Dated: San Rafael, California, this 21st day of
20 April, 2004.

21
22 Deborah S. Bartunek

23 CSR 4822, Deborah S. Bartunek
24
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FILED

MAY 20 2004

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: N. JOHNSON, DEPUTY


SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant.

) CASE NO.: 157680

) [Consolidated with Case No. CV021632 per
) Order dated April 9, 2004]

) **ORDER RE SENTENCES FOR
) CONTEMPT**

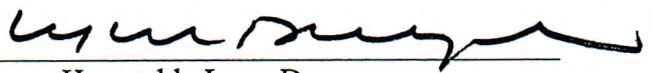
On April 9, 2004 the Court, *sua sponte*, transferred all pending contempt matters in this case to this department for hearing and consolidated such matters with the trial set in *Church of Scientology v. Armstrong*, Case No. CV 021632. Plaintiff, Church of Scientology International appeared by its counsel, Andrew H. Wilson. Defendant Gerald Armstrong personally appeared with and was represented by his counsel, Ford Greene, Esq.

1 After hearing opening statements of the parties, taking judicial notice of the various
2 pleadings and papers on file herein, and in the consolidated actions, *Church of Scientology*
3 *International v. Armstrong*, Case No. 152229 and *Church of Scientology International v.*
4 *Armstrong*, Case No. 157680, the Court made the following ruling:

5
6 The sentences imposed in the two prior contempt actions, in Marin Superior Court
7 Case No. 152229/157680, which is consolidated herewith, are discharged upon entry
8 of judgment against Armstrong herein.

9
10 On the order of contempt issued July 13, 2001, Armstrong is sentenced to five days in
11 jail and a fine of \$1,000. The fine is concurrent with the judgment rendered in this
12 action and the jail time is deemed served by Armstrong's appearance in Court.

13
14 DATED: 5/20/01

15 
16 _____
17 Honorable Lynn Duryee
18 JUDGE OF THE SUPERIOR COURT
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FILED

MAY 20 2004

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: N. JOHNSON, DEPUTY



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant.

) CASE NO.: 157680

) [Consolidated with Case No. CV021632 per
) Order dated April 9, 2004]

) **ORDER GRANTING PLAINTIFF'S
) MOTION FOR JUDGMENT**

This matter came regularly on for trial on April 9, 2004. Plaintiff, Church of
Scientology International, appeared by its counsel, Andrew H. Wilson. Defendant Gerald
Armstrong appeared and was represented by counsel, Ford Greene, Esq.

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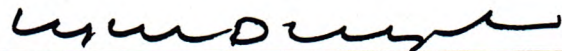
1 After hearing opening statements of the parties, taking judicial notice of the various
2 pleadings and papers on file in the consolidated actions *Church of Scientology International v.*
3 *Armstrong*, Case No. 152229 and *Church of Scientology International v. Armstrong*, Case No.
4 157680, the Court made the following ruling:

5
6 Mr. Armstrong received a benefit under the settlement agreement of \$800,000. It
7 would be unconscionable to punish him beyond what the benefit was that was
8 conferred to him. Armstrong was previously sanctioned in the sum of \$300,000.
9 Judgment is therefore entered for plaintiff, on the admitted violations, of \$500,000.

10
11 GOOD CAUSE appearing therefor it is hereby ORDERED that judgment shall be
12 entered in favor of plaintiff and against defendant in the amount of \$500,000.00.

13
14
15 DATED:

5/20/11

16 

17 Honorable M. Lynn Duryee
18 JUDGE OF THE SUPERIOR COURT
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